

INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET	1. SOLICITATION NUMBER SP0600-00-R-0112	2. <i>(X one)</i> <input type="checkbox"/> a. SEALED BID <input checked="" type="checkbox"/> b. NEGOTIATED (RFP) <input type="checkbox"/> c. NEGOTIATED (RFQ)
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INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.
 You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply non-responsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 1449, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

F NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must be set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE *(Complete mailing address, including Zip Code)*

DEFENSE ENERGY SUPPORT CENTER ATTN: DESC-PLB 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FT. BELVOIR, VA 22060-6222	PHONE: (703) 767-9534 FAX: (703) 767-8506
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4. ITEMS TO BE PURCHASED *(Brief description)*

Gasoline, Automotive, Unleaded (MG7)	8,179,200 USG	Location: Korea PC&S
Fuel Oil Diesel, Grade 3, (DKR)	14,599,900 USG	Ordering Period: 01 Aug 2000 - 31 Jul 2002
Fuel Oil Diesel, Special Grade 3, (DKW)	20,000 USG	

5. PROCUREMENT INFORMATION *(X and complete as applicable)*

<input checked="" type="checkbox"/>	a. THIS PROCUREMENT IS UNRESTRICTED				
<input type="checkbox"/>	b. THIS PROCUREMENT IS A _____ % SET-ASIDE FOR ONE OF THE FOLLOWING <i>(X one)</i> . <i>(See Section I of the Table of Contents in this solicitation for details of the set-aside.)</i>				
<input type="checkbox"/>	(1) Small Business	<input type="checkbox"/>	(2) Labor Surplus Area Concerns	<input type="checkbox"/>	(3) Combined Small Business/Labor Area Concerns

6. ADDITIONAL INFORMATION	*IMPORTANT INFORMATION**
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A.. **CLOSING DATE:** The closing date is **10 April 2000, 3:00 p.m. EDT, Ft. Belvoir, Virginia.** Any offer that is received after 3:00 p.m. will be considered "late" and may be determined unacceptable.

B. **FACSIMILE OFFERS:** Facsimile offers may be submitted in accordance with Clause L2.11-2, FACSIMILE PROPOSALS. However, to confirm offers submitted via facsimile, signed copies of the request for proposal must be received at the Defense Energy Support Center within ten (10) days after the closing date.

C. Please be certain to identify all exceptions to the solicitation's terms and conditions, if any, and acknowledge receipt and acceptance of all amendments to this solicitation.

D. Please complete the OFFER SUBMISSION PACKAGE in its entirety. All clauses which require offeror fill-in are included in the Offer Submission Package, along with a SCHEDULE OF SUPPLIES, which you may use to submit your offered prices.

a. NAME <i>(Last, First, Middle Initial)</i> WILSON, SHERRY	b. ADDRESS <i>(Including Zip Code)</i> DEFENSE ENERGY SUPPORT CENTER ATTN: DESC-PLB 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FT. BELVOIR, VA 22060-6222
c. TELEPHONE NUMBER <i>(Including Area Code and Extension) (NO COLLECT CALLS)</i> (703) 767-9534	

8. REASONS FOR NO RESPONSE (<i>X all that apply</i>)			
a. CANNOT COMPLY WITH SPECIFICATIONS		b. CANNOT MEET DELIVERY REQUIREMENTS	
c. UNABLE TO IDENTIFY THE ITEM(S)		d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
e. OTHER (<i>Specify</i>)			
9. MAILING LIST INFORMATION (<i>X one</i>)			
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED.			
10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS (<i>Including Zip Code</i>)	
C, ACTION OFFICER			
(1) Typed or Printed Name (<i>Last, First, Middle Initial</i>)		(2) Title	(3) Signature
			(4) Date Signed (YYMMDD)

DD Form 1707 Reverse, MAR 90

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FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
SP0600-00-R-0112	
DATE (YYMMDD)	LOCAL TIME
000410	3:00 PM, Local Time Fort Belvoir, VA USA

TO

Defense Energy Support Center
ATTN: Bid Custodian, DESC-CPC, Room 3729
8725 John J. Kingman Road, Suite 4950
Ft. Belvoir, VA 22060-6222

E. **CONTRACT TYPE:** Contracts awarded as a result of this solicitation will be “Requirements, Fixed Price with Economic Price Adjustment.” Please refer to Clauses I84, REQUIREMENTS (OCT 95).

F. This solicitation contains Clause **B19.01-2, ECONOMIC PRICE ADJUSTMENT**. The initial offer price and base reference price date is **20 March 2000**. See Clause B19.01-2 for details regarding the applicable escalator.

G. **SITE VISIT:** A site visit is **strongly recommended** for all FOB Destination items requiring TT/TW delivery, in accordance with Clause L54, SITE VISIT.

H. **BEST OVERALL VALUE:** Please be advised that the Government will now be awarding contracts to the responsible offeror(s) that represent the “**Best Overall Value**”. The Government will evaluate each offeror’s record of past performance, as well as price and other price related factors. **Please complete the Contractor Performance Data Sheet (Attachment A) as instructed and return with your offer.** Your attention is invited to the following clauses:

L2.01-3 – PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION

M72.03-1 – EVALUATION FACTORS FOR BEST OVERALL VALUE

I. Any contract awarded to an offeror who, at the time of award was suspended, debarred, or ineligible from receipt of a contract with Government agencies, or in receipt of a notice of proposed debarment from any Government agency is voidable at the option of the Government.

J. Offers submitted in response to this solicitation must be in the English language and US dollars. Offers received in other than the English language and US dollars will be rejected.

K. For clarification, explanation, or additional information, contact Sherry Wilson at (703) 767-9534.

L. DESC contact point and telephone number for emergency situations during after duty hours:

Operations Center, Contingency Plans and Operations Division (DESC-DL) – Telephone (703) 767-8420

M. **NOTE:** If your firm does not wish to offer on this solicitation, but does wish to remain on the mailing list, this form must be returned to DESC within 30 days after the closing date of the solicitation. FAILURE to respond within the time frame may result in automatic removal from the mailing list.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30					1. REQUISITION NUMBER SC0600-00-0600 & 0601		PAGE 1 OF 75						
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE SEE BLOCK 31 C		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-00-R-0112		6. SOLICITATION ISSUE DATE 24 February 2000					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Sherry Wilson			b. TELEPHONE NUMBER (no collect calls) (703) 767-9534 FAX: (703) 767-8506		8. OFFER DUE DATE/LOCAL TIME LOCAL TIME 10 APR 00 @ 3:00 PM						
9. ISSUED BY Defense Energy Support Center 8725 John J. Kingman Road, Suite 4950 Fort Belvoir, VA 22060-6222 Buyer/Symbol: S. Wilson/DESC-PLB Phone: (703) 767-9534 P.P. 1.8v				CODE SCO600		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A) SIC: 5172/2911 SIZE STANDARD: 500/1500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP					
15. DELIVER TO SEE SCHEDULE				CODE		16. ADMINISTERED BY SEE BLOCK 9							
17a. CONTRACTOR/OFFEROR BIDDER CODE		FACILITY		CAGE CODE		18a. PAYMENT WILL BE MADE BY SEE CLAUSE F30.01							
TELEPHONE NO.		FAX NO:		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM									
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER													
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
SEE SCHEDULE		(Attach additional Sheets as Necessary)											
25. ACCOUNTING AND APPROPRIATION DATA TO BE CITED ON EACH DELIVERY ORDER								26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-3, FAR 52.212-4 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. .										<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS AND CONDITIONS SPECIFIED HEREIN.						<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____.							
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (<i>Signature of Contracting Officer</i>)							
30b. NAME AND TITLE OF SIGNER (<i>Type or Print</i>)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (<i>Type or Print</i>)				31c. DATE SIGNED			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED						33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR			
						<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL							
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER			
						38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.		40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT						42a. RECEIVED BY (<i>Print</i>)							
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42b. RECEIVED AT (<i>Location</i>)							
						42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS					

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 SF FORM 1449, SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
 CONTRACTOR PERFORMANCE DATA SHEET

COVER SHEET
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B1.05 SUPPLIES TO BE FURNISHED (OVERSEAS PC&S/ALASKA) (DESC MAY 1996)

(a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.

(b) In an emergency, oral orders may be issued and must be confirmed in writing by an SF 1449 or DD Form 1155 within 24 hours.

(c) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item. Offers submitted for less than the estimated quantities will not be considered for award

**PRODUCT, NATIONAL STOCK NUMBER
(NSN), AND SPECIFICATIONS**

**ESTIMATED
QUANTITY (USG)**

GASOLINE, AUTOMOTIVE UNLEADED (MG7)
NSN: 9130-01-289-8638
KSM 2612, CLASS 2

8,179,200

FUEL OIL DIESEL, REGULAR GRADE
NSN: 9140-01-409-1057
KSM 2610, GRADE 3 (DKR)

14,599,900

FUEL OIL DIESEL, WINTER GRADE
NSN: 9140-01-409-1064
KSM 2610, SPECIAL GRADE 3 (DKW)

20,000

NOTE: THE ABOVE LISTED DETAILS ARE PRODUCTS SOLICITED AND APPLICABLE SPECIFICATIONS. OFFERS SHOULD BE MADE FOR EACH OF THE FOLLOWING DELIVERY LOCATIONS LISTED ON PAGES 6 THROUGH 24.

ITEM NUMBER	SUPPLIES	ESTIMATED QUANTITY	UI	US\$/USG
----- UNITED STATES ARMY KOREA ----- CHEJU-DO ISLAND KS, ARMY, CHEJO-DO TRAINING CENTER, MOSULPO DELIVERY DODAAC: W81NY1 BILLING DODAAC : W80AB0 ORDERING OFFICE: 553-40-5526				
001-21	GASOLINE AUTOMOTIVE UNLD MG7	38,400	GL	\$ _____
	TANK WAGON (TW), INTO 1/1,000 GALLON BELOW GROUND TANK MINIMUM DELIVERY: 500 GALLONS MAXIMUM DELIVERY: 800 GALLONS NOTE: OFFLOAD MUST BE GRAVITY FLOW. DELIVERY: 2 PER MONTH ESCORT REQUIRED			

	CHEJU-DO ISLAND KS, ARMY, CHEJU-DO TRAINING CENTER, MOSULPO DELIVERY DODAAC: WT4KB4 BILLING DODAAC : W80AB0 ORDERING OFFICE: 553-40-5526			
002-76	FUEL OIL DIESEL REGULAR GR DKR	38,400	GL	_____
	TANK WAGON (TW), INTO 1/1,000 GALLON BELOW GROUND TANK MINIMUM DELIVERY: 500 GALLONS MAXIMUM DELIVERY: 800 GALLONS NOTE: OFFLOAD MUST BE GRAVITY FLOW. DELIVERY: 2 PER MONTH ESCORT REQUIRED			

	CHUNCHON, CAMP PAGE KS, ARMY, SSD, USAG AREA I (CAMP PAGE) GAS STATION DELIVERY DODAAC: W81BA3 BILLING DODAAC : W81BA3 ORDERING OFFICE: 361-59-5141			
006-21	GASOLINE AUTOMOTIVE UNLD MG7	360,000	GL	\$ _____
	TANK WAGON (TW), W/PUMP AND METER INTO 1/20,000 GALLON BELOW GROUND TANK MINIMUM DELIVERY: 10,000 GALLONS MAXIMUM DELIVERY: 15,000 GALLONS DELIVERY: APPROX 1 DELIVERY PER MONTH. ESCORT REQUIRED			

ITEM NUMBER	SUPPLIES	ESTIMATED QUANTITY	UI	US\$/USG
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 UNITED STATES ARMY KOREA

GEUMCHON, CAMP BONIFAS
 KS, ARMY, UNCSB-GSA, AREA 1 GAS STATION
 DELIVERY DODAAC: W80571
 BILLING DODAAC : W80571
 ORDERING OFFICE: 351-870-5456

011-21	GASOLINE AUTOMOTIVE UNLD MG7	72,000 GL		\$_____
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TANK WAGON (TW), W/PUMP AND METER INTO
 1/2,300 GALLON ABOVE GROUND TANK(S)
 MINIMUM DELIVERY: 1,200 GALLONS
 MAXIMUM DELIVERY: 1,500 GALLONS
 DELIVERY: 2 DELIVERIES PER MONTH.
 ESCORT REQUIRED

011-76	FUEL OIL DIESEL REGULAR GR DKR	572,000 GL		\$_____
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TANK WAGON (TW), W/PUMP AND METER INTO
 1/1,200 GALLON ABOVE GROUND TANK(S)
 MINIMUM DELIVERY: 800 GALLONS
 MAXIMUM DELIVERY: 1,100 GALLONS
 DELIVERY: 5 DELIVERIES PER WEEK.
 ESCORT REQUIRED

GEUMCHON, CAMP EDWARDS
 KS, ARMY, 82ND ENG CO (CSE), AREA 1 DPW
 DELIVERY DODAAC: W81BA3
 BILLING DODAAC : W21MG0
 ORDERING OFFICE: 351-870-5456

012-21	GASOLINE AUTOMOTIVE UNLD MG7	286,000 GL		\$_____
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TANK WAGON (TW), W/PUMP AND METER INTO
 1/600 GALLON POD(S)
 MINIMUM DELIVERY: 400 GALLONS
 MAXIMUM DELIVERY: 550 GALLONS
 DELIVERY: 5 DELIVERIES PER WEEK.
 ESCORT REQUIRED

ITEM NUMBER	SUPPLIES	ESTIMATED QUANTITY	UI	US\$/USG

UNITED STATES ARMY KOREA				

PUSAN				
KS, ARMY, 20TH SUPPORT GROUP (SP-60)				
DELIVERY DODAAC: W81NY1				
BILLING DODAAC : WT4KEA				
ORDERING OFFICE: 545-970-7384				
015-21	GASOLINE AUTOMOTIVE UNLD MG7	482,000	GL	\$_____
FOB ORIGIN (FOB), BY GOV'T TW AT				
CONTRACTOR'S FACILITY, PUSAN				
MINIMUM DELIVERY: 500 GALLONS				
MAXIMUM DELIVERY: 2,400 GALLONS				

PUSAN				
KS, ARMY, 20TH SUPORT GROUP (SP-60)				
DELIVERY DODAAC: WT4KB4				
BILLING DODAAC : WT4KB4				
ORDERING OFFICE: (COMM) 545-970-7384				
016-76	FUEL OIL DIESEL REGULAR GR DKR	24,000	GL	\$_____
FOB ORIGIN (FOB), BY GOV'T TW AT				
CONTRACTOR'S FACILITY, PUSAN				
MINIMUM DELIVERY: 1,500 GALLONS				
MAXIMUM DELIVERY: 10,000 GALLONS				

PYONGTAEK, CAMP HUMPHREYS				
KS, ARMY, USASA, AREA III (PROV)				
DELIVERY DODAAC: WT4G7B				
BILLING DODAAC : WT4G7B				
ORDERING OFFICE: 333-690-7337				
021-21	GASOLINE AUTOMOTIVE UNLD MG7	2,600,000	GL	\$_____
TANK WAGON (TW), W/PUMP AND METER INTO				
1/10,000 GALLON BELOW GROUND TANK				
MINIMUM DELIVERY: 2,500 GALLONS				
MAXIMUM DELIVERY: 5,000 GALLONS				
DELIVERY: 5 DELIVERIES PER WEEK.				
ESCORT REQUIRED				

ITEM NUMBER	SUPPLIES	ESTIMATED QUANTITY	UI	US\$/USG
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 UNITED STATES ARMY KOREA

021-76	FUEL OIL DIESEL REGULAR GR DKR	312,000	GL	\$ _____
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TANK WAGON (TW), W/PUMP AND METER INTO
 1/4,000 GALLON ABOVE GROUND TANK(S)
 MINIMUM DELIVERY: 2,000 GALLONS
 MAXIMUM DELIVERY: 3,000 GALLONS
 DELIVERY: 1 DELIVERY PER WEEK.
 ESCORT REQUIRED

PYONGTAEK, CAMP HUMPHREYS
 KS, ARMY, POL TERMINAL (DESP)
 DELIVERY DODAAC: UY7251
 BILLING DODAAC : UY7251
 ORDERING OFFICE: 53-470-5139

022-21	GASOLINE AUTOMOTIVE UNLD MG7	960,000	GL	\$ _____
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TANK TRUCK (TT), W/PUMP AND METER INTO
 1/840,000 GALLON BELOW GROUND TANK
 MINIMUM DELIVERY: 15,000 GALLONS
 MAXIMUM DELIVERY: 20,000 GALLONS
 DELIVERY: 2 DELIVERIES PER MONTH.
 ESCORT REQUIRED

METROPOLITAN SEOUL AREA
 KS, ARMY
 DELIVERY DODAAC: W807YL
 BILLING DODAAC : W807YL
 ORDERING OFFICE: (COMM) 82-7916-8451

025-21	GASOLINE AUTOMOTIVE UNLD MG7	480,000	GL	\$ _____
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FOB ORIGIN (FOB), BY U.S. GOVERNMENT
 TOP LOADING TT/TW AT CONTRACTOR'S FACILITY IN THE
 METROPOLITAN SEOUL AREA.
 DELIVERY: 2 PER MONTH

026-76	FUEL OIL DIESEL REGULAR GR DKR	480,000	GL	\$ _____
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FOB ORIGIN (FOB), BY U.S. GOVERNMENT
 TOP LOADING TT/TW AT CONTRACTOR'S FACILITY IN THE
 METROPOLITAN SEOUL AREA.
 DELIVERY: 2 PER MONTH

ITEM NUMBER	SUPPLIES	ESTIMATED QUANTITY	UI	US\$/USG

UNITED STATES ARMY KOREA		-----		
TAEGU, CAMP WALKER KS, ARMY, 20TH AREA SUPPORT GROUP DELIVERY DODAAC: WT4KB8 BILLING DODAAC : WT4KB6 ORDERING OFFICE: (COMM) 54-50-970-8283				
030-21	GASOLINE AUTOMOTIVE UNLD MG7	215,000	GL	\$_____
TANK WAGON (TW), INTO 1/2,500 GALLON BELOW GROUND TANK 1/5,000 GALLON TANKER(S) DELIVERY: 2 PER MONTH ESCORT REQUIRED				

TAEGU, CAMP WALKER KS, ARMY, POL, CAMP WALKER, 20TH SUPPORT GROUP. DELIVERY DODAAC: WT4KB8 BILLING DODAAC : WT4S2A ORDERING OFFICE: 05-450-970-8283				
032-76	FUEL OIL DIESEL REGULAR GR DKR	572,000	GL	\$_____
TANK WAGON (TW), W/PUMP AND METER INTO INTO 1/1,200 GALLON TANK TRUCK (TOP LOADING) MINIMUM DELIVERY: 800 GALLONS MAXIMUM DELIVERY: 1,100 GALLONS DELIVERY FREQUENCY: 5 PER WEEK ESCORT REQUIRED				

TONDUCHON, CAMP CASEY KS, ARMY, AREA I SUPPORT ACTIVITY DELIVERY DODAAC: W81BA3 BILLING DODAAC : W81BA3 ORDERING OFFICE: 351-869-7444				
036-21	GASOLINE AUTOMOTIVE UNLD MG7	144,000	GL	\$_____
TANK WAGON (TW), W/PUMP AND METER INTO 1/3,200 GALLON BELOW GROUND TANK MINIMUM DELIVERY: 2,500 GALLONS MAXIMUM DELIVERY: 3,000 GALLONS DELIVERY: 2 DELIVERIES PER MONTH ESCORT REQUIRED				
036-76	FUEL OIL DIESEL REGULAR GR DKR	24,000	GL	\$_____
TANK WAGON (TW), W/PUMP AND METER INTO 1/5,000 GALLON TANKER(S) MINIMUM DELIVERY: 500 GALLONS MAXIMUM DELIVERY: 1,000 GALLONS DELIVERY: 2 DELIVERIES PER MONTH ESCORT REQUIRED				

ITEM NUMBER	SUPPLIES	ESTIMATED QUANTITY	UI	US\$/USG
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 UNITED STATES ARMY KOREA

UIJONGBU, CAMP RED CLOUD
 KS, ARMY, AREA I SUPPORT ACTIVITY (GAS STATION)
 DELIVERY DODAAC: W81BA3
 BILLING DODAAC : W81BA3
 ORDERING OFFICE: 351-870-6444

041-21	GASOLINE AUTOMOTIVE UNLD MG7	336,000	GL	\$ _____
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TANK WAGON (TW), INTO
 1/10,000 GALLON ABOVE GROUND TANK(S)
 MINIMUM DELIVERY: 5,000 GALLONS
 MAXIMUM DELIVERY: 7,000 GALLONS
 DELIVERY: 2 DELIVERIES PER MONTH
 ESCORT REQUIRED

041-76	FUEL OIL DIESEL REGULAR GR DKR	24,000	GL	\$ _____
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TANK WAGON (TW), INTO
 1/5,000 GALLON TANKER(S)
 MINIMUM DELIVERY: 500 GALLONS
 MAXIMUM DELIVERY: 1,000 GALLONS
 DELIVERY: 2 DELIVERIES PER MONTH
 ESCORT REQUIRED

UIJONGBU, CAMP STANLEY
 KS, ARMY, OFFICE OF THE INSTALLATION COORDINATOR (SSG DRAIN)(2ND ID GAS
 STATION)
 DELIVERY DODAAC: W81BA3
 BILLING DODAAC : W80571
 ORDERING OFFICE: 351-870-5456

042-21	GASOLINE AUTOMOTIVE UNLD MG7	312,000	GL	\$ _____
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TANK WAGON (TW), W/PUMP AND METER INTO
 1/7,500 GALLON BELOW GROUND TANK
 MINIMUM DELIVERY: 3,000 GALLONS
 MAXIMUM DELIVERY: 6,500 GALLONS
 DELIVERY: 2 DELIVERIES PER MONTH
 ESCORT REQUIRED

ITEM NUMBER	SUPPLIES	ESTIMATED QUANTITY	UI	US\$/USG
----- UNITED STATES ARMY KOREA -----				
WAEGWON, CAMP CARROLL KS, ARMY, 20TH AREA SUPPORT GROUP DELIVERY DODAAC: WT4KB6 BILLING DODAAC : WT4KB8 ORDERING OFFICE: (COMM) 53-620-8464				
045-21	GASOLINE AUTOMOTIVE UNLD MG7	215,000	GL	\$ _____
TANK WAGON (TW), TW INTO 1/2,000 GALLON BELOW GROUND TANK 2/600 GALLON ABOVE GROUND TANK(S) AT CAMP HENRY MIN DAILY DELIVERY: 600 GALLONS MAX DAILY DELIVERY: 1,500 GALLONS DELIVERY: 2 PER MONTH ESCORT REQUIRED				

WAEGWAN, CAMP CARROLL TMP KS, ARMY, POL, WAEGWAN, 20TH SUPPORT GROUP DELIVERY DODAAC: WT4KB6 BILLING DODAAC : W81LYB ORDERING OFFICE: 53-620-8464				
047-76	FUEL OIL DIESEL REGULAR GR DKR	132,000	GL	\$ _____
TANK WAGON (TW), W/PUMP AND METER INTO 1/1,200 GALLON ABOVE GROUND TANK(S) (TOP LOADING) MINIMUM DELIVERY: 800 GALLONS MAXIMUM DELIVERY: 1,100 GALLONS DELIVERY FREQUENCY: 5 PER WEEK ESCORT REQUIRED				

WONJU, CAMP LONG/CAMP EAGLE KS, ARMY, AREA III (PROV) DELIVERY DODAAC: WT4G7B BILLING DODAAC : WT4G7B ORDERING OFFICE: 371-8-3337				
051-21	GASOLINE AUTOMOTIVE UNLD MG7	576,000	GL	\$ _____
TANK WAGON (TW), W/PUMP AND METER INTO 1/10,000 GALLON ABOVE GROUND TANK(S) AT CAMP LONG ESCORT REQUIRED MINIMUM DELIVERY: 4,000 GALLONS MAXIMUM DELIVERY: 7,500 GALLONS DELIVERY: 2 DELIVERIES PER MONTH. ***** 1/5,000 GALLON ABOVE GROUND TANK(S) AT CAMP EAGLE ESCORT REQUIRED. MINIMUM DELIVERY: 2,000 GALLONS MAXIMUM DELIVERY: 4,500 GALLONS DELIVERY: 2 DELIVERIES PER MONTH				

ITEM NUMBER	SUPPLIES	ESTIMATED QUANTITY	UI	US\$/USG
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 UNITED STATES ARMY KOREA

051-76	FUEL OIL DIESEL REGULAR GR DKR	768,000	GL	\$ _____
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TANK WAGON (TW), W/PUMP AND METER INTO
 1/10,000 GALLON ABOVE GROUND TANK(S) AT CAMP LONG
 ESCORT REQUIRED
 MINIMUM DELIVERY: 6,500 GALLONS
 MAXIMUM DELIVERY: 8,500 GALLONS
 DELIVERY: 2 DELIVERIES PER MONTH.

 1/8,000 GALLON BELOW GROUND TANK AT CAMP EAGLE.
 ESCORT REQUIRED.
 MINIMUM DELIVERY: 4,500 GALLONS
 MAXIMUM DELIVERY: 7,500 GALLONS
 DELIVERY: 2 DELIVERIES PER MONTH

 UNITED STATES NAVY KOREA

CHINHAE
 KS, NAVY, COMFLEACT CHINHAE
 DELIVERY DODAAC: N32778
 BILLING DODAAC : N32778
 ORDERING OFFICE: (COMM) 82-553-540-5479/5302

500-21	GASOLINE AUTOMOTIVE UNLD MG7	120,000	GL	\$ _____
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TANK WAGON (TW), TW INTO
 2/5,000 GALLON ABOVE GROUND TANK(S)
 DELIVERY FREQUENCY: 2 TO 3 DELIVERIES MONTHLY
 MINIMUM DELIVERY: 2,500 GALLONS
 MAXIMUM DELIVERY: 2,500 GALLONS
 NOTE: OFFLOAD MUST BE BY GRAVITY FLOW
 MULTIPLE DROP

POHANG
 KS, NAVY, CNFK DETACHMENT
 DELIVERY DODAAC: N44990
 BILLING DODAAC : N62894
 ORDERING OFFICE: (COMM) 82-279-13-4911/3666

505-21	GASOLINE AUTOMOTIVE UNLD MG7	12,000	GL	\$ _____
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TANK WAGON (TW), TW INTO
 1/1,000 GALLON TANK
 1/400 GALLON TANK

ITEM NUMBER	SUPPLIES	ESTIMATED QUANTITY	UI	US\$/USG
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 UNITED STATES NAVY KOREA

DELIVERY FREQUENCY: 1 PER MONTH
 (PRODUCT MAY NOT BE LIFTED EVERY MONTH)
 NOTE: ACCESS FOR DELIVERY BY COMMERCIAL TRUCKS
 MUST BE SUBMITTED TO ROK NAVY AIRWING SIX VIA
 COMNAVFORKOREA DET POHANG AT LEAST 4 DAYS PRIOR
 TO DELIVERY
 MINIMUM DELIVERY: 500 GALLONS
 MAXIMUM DELIVERY: 2,000 GALLONS

505-74 FUEL OIL DIESEL WINTER GR DKW 20,000 GL \$ _____

TANK WAGON (TW), TW INTO
 2/2,000 GALLON TANKS
 1/900 GALLON TANK
 DELIVERY FREQUENCY: 1 PER MONTH
 (PRODUCT MAY NOT BE LIFTED EVERY MONTH)
 MINIMUM DELIVERY: 900 GALLONS
 MAXIMUM DELIVERY: 2,000 GALLONS
 NOTE: ACCESS FOR DELIVERY BY COMMERCIAL TRUCKS
 MUST BE SUBMITTED TO ROK NAVY AIRWING SIX VIA
 COMNAVFORKOREA DET POHANG AT LEAST 4 DAYS PRIOR
 TO DELIVERY

POHANG TACAIR BEDDOWN SITE
 KS, NAVY, CNFK DETACHMENT POHANG
 DELIVERY DODAAC: UY7257
 BILLING DODAAC : UY7257
 ORDERING OFFICE: (COMM) 82-53-470-6139/5146

520-21 GASOLINE AUTOMOTIVE UNLD MG7 75,000 GL \$ _____

TANK WAGON (TW), TW INTO
 1/164,304 GALLON TANK
 MINIMUM DELIVERY: 800 GALLONS
 MAXIMUM DELIVERY: 8,000 GALLONS
 DELIVERY FREQUENCY (AVG): 1 PER MONTH
 (PRODUCT MAY NOT BE LIFTED EVERY MONTH)
 NOTE: ACCESS FOR DELIVERY BY COMMERCIAL TRUCKS MUST BE SUBMITTED
 TO ROK NAVY AIRWING SIX VIA COMNAVFORK DET POHANT AT LEAST
 4 WORKING DAYS PRIOR TO DELIVERY (82-520-403227/3903)

ITEM NUMBER	SUPPLIES	ESTIMATED QUANTITY	UI	US\$/USG
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 UNITED STATES AIR FORCE KOREA

CHEONG JU AB
 KS, USAF, OL-B, DET 2, 607 MMS/LGSF
 DELIVERY DODAAC: FP5261
 BILLING DODAAC : FP5261
 ORDERING OFFICE: (COMM) 011-82-333-616-8582/8186
 ORDERING DODAAC : FP5261

710-21	GASOLINE AUTOMOTIVE UNLD MG7	4,800	GL	\$ _____
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TANK TRUCK (TT), OR TANK WAGON (TW) INTO
 1/1,200 GALLON TANK TRUCK
 ESCORT REQUIRED TO BE PICKED UP AT GATE
 DELIVERY HOURS: 0700-1730
 MINIMUM DELIVERY: 600 GALLONS
 MAXIMUM DELIVERY: 1,200 GALLONS
 SPECIAL REQUIREMENTS: ACCESS LETTER REQUIRED
 ALONG WITH 72 HOUR NOTICE WITH NAME, VEHICLE
 NUMBER, AND DRIVER'S KOREAN ID NUMBER

710-76	FUEL OIL DIESEL REGULAR GR DKR	20,000	GL	\$ _____
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TANK TRUCK (TT), OR TANK WAGON (TW) INTO
 1/1,200 GALLON TANK
 1/600 GALLON TANK
 1/200 GALLON TANK
 ESCORT REQUIRED TO BE PICKED UP AT GATE
 DELIVERY HOURS: 0700-1730
 MINIMUM DELIVERY: 1,200 GALLONS
 MAXIMUM DELIVERY: 2,000 GALLONS
 SPECIAL REQUIREMENT: ACCESS LETTER REQUIRED
 ALONG WITH 72 HOUR NOTICE WITH NAME, VEHICLE NUMBER,
 AND DRIVER'S KOREAN ID NUMBER MULTIPLE DROP

ITEM NUMBER	SUPPLIES	ESTIMATED QUANTITY	UI	US\$/USG
	----- UNITED STATES AIR FORCE KOREA ----- KIM HAE KS, USAF, HOSPITAL, DET 1, 51 MMS/LGSF DELIVERY DODAAC: FP5213 BILLING DODAAC : FP5213 ORDERING OFFICE: (COMM) 011-82-333-616-8582/8186 ORDERING DODAAC : FP5213			
750-21	GASOLINE AUTOMOTIVE UNLD MG7	11,000	GL	\$ _____
	TANK TRUCK (TT), OR TANK WAGON (TW) INTO 1/5,000 GALLON TANK ESCORT REQUIRED TO BE PICKED UP AT GATE DELIVERY HOURS: 0700-1730 MINIMUM DELIVERY: 1,200 GALLONS MAXIMUM DELIVERY: 3,600 GALLONS SPECIAL REQUIREMENT: 1" NOZZLE WITH 60 FT DELIVERY HOSE			
750-76	FUEL OIL DIESEL REGULAR GR DKR	200,000	GL	\$ _____
	TANK TRUCK (TT), OR TANK WAGON (TW) INTO 3/20,000 GALLON TANKS AT FACILITY #1006 1/8,000 GALLON TANK 1/5,000 GALLON TANK 1/1,000 GALLON TANK 2/550 GALLON TANKS 1/500 GALLON TANK 1/300 GALLON TANK 1/200 GALLON TANK ESCORT REQUIRED TO BE PICKED UP AT THE GATE DELIVERY FREQUENCY: APPROXIMATELY ONCE A MONTH SPECIAL REQUIREMENTS: TT/TW EQUIPPED WITH INTER-CHANGEABLE 1" AND 3" DISPENSING NOZZLE AND 60 FOOT DELIVERY HOSE DELIVERY HOURS: 0700-1730 MINIMUM DELIVERY: 1,200 GALLONS MAXIMUM DELIVERY: 8,000 GALLONS MULTIPLE DROP			

ITEM NUMBER	SUPPLIES	ESTIMATED QUANTITY	UI	US\$/USG

	UNITED STATES AIR FORCE			KOREA

	KUNSAN AB			
	KS, USAF, 8 SUPS/LGSF			
	DELIVERY DODAAC: FP5284			
	BILLING DODAAC : FP5284			
	ORDERING OFFICE: (COMM) 011-82-654-470-4010/5333			
	ORDERING DODAAC : FP5284			
755-21	GASOLINE AUTOMOTIVE UNLD MG7	240,000	GL	\$ _____
	TANK TRUCK (TT), OR TANK WAGON (TW) INTO			
	2/100,000 GALLON TANKS			
	1/5,000 GALLON TANK			
	DELIVERY HOURS: 0700-1700			
	MINIMUM DELIVERY: 1,000 GALLONS			
	MAXIMUM DELIVERY: 4,000 GALLONS			
755-76	FUEL OIL DIESEL REGULAR GR DKR	2,500,000	GL	\$ _____
	TANK TRUCK (TT), OR TANK WAGON (TW) INTO			
	1/15,000 GALLON TANK			
	3/10,000 GALLON TANKS			
	1/8,000 GALLON TANK			
	4/6,000 GALLON TANKS			
	5/5,000 GALLON TANKS			
	5/4,000 GALLON TANKS			
	3/3,500 GALLON TANKS			
	1/3,100 GALLON TANK			
	6/2,500 GALLON TANKS			
	2/2,050 GALLON TANKS			
	24/2,000 GALLON TANKS			
	11/1,500 GALLON TANKS			
	45/1,000 GALLON TANKS			
	2/800 GALLON TANKS			
	1/650 GALLON TANK			
	4/600 GALLON TANKS			
	35/550 GALLON TANKS			
	13/500 GALLON TANKS			
	8/350 GALLON TANKS			
	6/300 GALLON TANKS			
	4/275 GALLON TANKS			
	1/270 GALLON TANK			
	8/250 GALLON TANKS			
	METERED DELIVERY TICKETS REQUIRED FOR EACH			
	DELIVERY			
	MIN DEL: 1,500 USG PER DELIVERY ORDER			
	MAX DEL: 12,000 USG PER DELIVERY ORDER			
	DELIVERY FREQUENCY: MAY - SEP UP TO 2 LOADS PER			
	DAY (1,500 USG EACH)			
	OCT - APR UP TO 3 LOADS PER DAY (4,000 USG EACH)			
	SPECIAL REQUIREMENTS: 60 FOOT DELIVERY HOSE			
	NOTE: FUEL FLOW DELIVERY RATE MUST BE LESS THAN			
	100 GPM			
	DELIVERY HOURS: 0700 - 1700			
	MULTIPLE DROP			
	ESCORT REQUIRED			

ITEM NUMBER	SUPPLIES	ESTIMATED QUANTITY	UI	US\$/USG
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 UNITED STATES AIR FORCE KOREA

KUNSAN AB
 KS, USAF, 8 SUPS/LGSF
 DELIVERY DODAAC: FP5284
 BILLING DODAAC : FP5284
 ORDERING OFFICE: 011-82-654-470-4010/5333
 ORDERING DODAAC : FP5284

756-76	FUEL OIL DIESEL REGULAR GR DKR	698,500	GL	\$ _____
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FOB ORIGIN (FOB), AT CONTRACTOR'S FACILITY INTO
 GOV'T RAILCARS (RC) IN YOSU AREA
 MINIMUM DELIVERY: 10,000 GALLONS
 MAXIMUM DELIVERY: 90,000 GALLONS
 DELIVERY FREQUENCY: APPROXIMATELY 17 RAILCARS
 DURING OCT - MAR

KWANG JU AB
 KS, USAF, DET 3, 607 MMS/LGSF
 DELIVERY DODAAC: FP5232
 BILLING DODAAC : FP5232
 ORDERING OFFICE: 82-53-950-4657/4538
 ORDERING DODAAC : FP5232

765-21	GASOLINE AUTOMOTIVE UNLD MG7	20,000	GL	\$ _____
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TANK TRUCK (TT), OR TANK WAGON (TW) INTO
 1/210,000 GALLON TANK AT FACILITY #2138
 1/10,000 GALLON TANK AT FACILITY #2138
 1/300 GALLON TANK AT FACILITY #1421
 DELIVERY HOURS: 0700 - 1730
 SPECIAL REQUIREMENTS:
 ** FOR FACILITY 2138, USING AN ON-BOARD VEHICLE
 PUMP, TT/TW MUST BE EQUIPPED WITH 2" OR 3" MALE
 QUICK DISCONNECT FITTING FOR ISSUING BULK FUEL.
 ** FOR FACILITY 1421, 1" DISPENSING NOZZLE WITH
 AUTO SHUT-OFF CAPABILITY AND THE HOSE SHOULD BE
 SOLID (NOT SECTIONAL) FOR AT LEAST 50 FEET.
 ESCORT REQUIRED TO BE PICKED UP AT GATE
 METERED DELIVERY TICKETS REQUIRED FOR EACH
 DELIVERY
 DELIVERY HOURS: 0700-1730
 MINIMUM DELIVERY: 1,500 GALLONS
 MAXIMUM DELIVERY: 4,000 GALLONS

ITEM NUMBER	SUPPLIES	ESTIMATED QUANTITY	UI	US\$/USG
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 UNITED STATES AIR FORCE KOREA

765-76	FUEL OIL DIESEL REGULAR GR DKR	125,000	GL	\$_____
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TANK TRUCK (TT), OR TANK WAGON (TW) INTO
 1/10,000 GALLON TANK AT FACILITY #2137
 2/4,000 GALLON TANKS AT FACILITY #2137
 1/2,200 GALLON TANK
 1/2,000 GALLON TANK
 3/1,500 GALLON TANKS
 1/1,400 GALLON TANK
 2/1,100 GALLON TANKS
 1/1,030 GALLON TANK
 5/1,000 GALLON TANKS
 1/650 GALLON TANK
 9/600 GALLON TANKS
 1/560 GALLON TANK
 4/550 GALLON TANKS
 2/530 GALLON TANKS
 3/500 GALLON TANKS
 7/380 GALLON TANKS
 1/300 GALLON TANK
 1/275 GALLON TANK
 1/250 GALLON TANK
 METERED DELIVERY TICKETS REQUIRED FOR EACH
 DELIVERY
 ESCORT REQUIRED TO BE PICKED UP AT GATE
 DELIVERY HOURS: 0700-1730
 MINIMUM DELIVERY: 1,200 GALLONS
 MAXIMUM DELIVERY: 8,000 GALLONS
 SPECIAL REQUIREMENTS: TT/TW EQUIPPED WITH
 INTER-CHANGEABLE 1" AND 3" DISPENSING NOZZLE WITH
 AUTO SHUT-OFF CAPABILITY USING ON-BOARD VEHICLE
 PUMP TO FUEL TANKS. HOSE SHOULD BE SOLID (NOT
 SECTIONAL) FOR AT LEAST 100 FEET
 MULTIPLE DROP

766-76	FUEL OIL DIESEL REGULAR GR DKR	100,000	GL	\$_____
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FOB ORIGIN (FOB), AT CONTRACTOR'S FACILITY
 INTO GOVT RAILCARS (RC) IN YOSU AREA.
 MINIMUM DELIVERY: 10,000 GALLONS
 MAXIMUM DELIVERY: 60,000 GALLONS
 DELIVERY FREQUENCY: 4-TIMES PER YEAR DURING
 WINTER MONTHS.

ITEM NUMBER	SUPPLIES	ESTIMATED QUANTITY	UI	US\$/USG
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 UNITED STATES AIR FORCE KOREA

OSAN

KS, USAF, 51 SUSP/LGSF

DELIVERY DODAAC: FP5294

BILLING DODAAC : FP5294

ORDERING OFFICE: (COMM) 011-82-333-661-4090/6208

ORDERING DODAAC : FP5294

770-21	GASOLINE AUTOMOTIVE UNLD MG7	540,000	GL	\$ _____
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TANK TRUCK (TT), OR TANK WAGON (TW) INTO
 2/6,000 GALLON TANKS
 1/6,000 GALLON TANK TRUCK
 1/1,200 GALLON TANK TRUCK
 DELIVERY HOURS: 0700-1730
 MINIMUM DELIVERY: 2,000 GALLONS
 MAXIMUM DELIVERY: 8,000 GALLONS
 METERED DELIVERY TICKETS REQUIRED FOR EACH
 DELIVERY

770-76	FUEL OIL DIESEL REGULAR GR DKR	7,050,000	GL	\$ _____
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TANK TRUCK (TT), OR TANK WAGON (TW) INTO
 1/25,000 GALLON TANK
 2/20,000 GALLON TANKS
 1/16,256 GALLON TANK
 1/12,000 GALLON TANK
 8/10,000 GALLON TANKS
 2/8,000 GALLON TANKS
 3/7,500 GALLON TANKS
 5/6,000 GALLON TANKS
 2/5,500 GALLON TANKS
 8/5,000 GALLON TANKS
 17/4,000 GALLON TANKS
 2/3,000 GALLON TANKS
 1/2,900 GALLON TANK
 7/2,500 GALLON TANKS
 3/2,300 GALLON TANKS
 27/2,000 GALLON TANKS
 1/1,900 GALLON TANK
 8/1,800 GALLON TANKS
 4/1,700 GALLON TANKS
 2/1,600 GALLON TANKS
 5/1,500 GALLON TANKS
 1/1,300 GALLON TANK
 1/1,200 GALLON TANK
 45/1,000 GALLON TANKS
 4/900 GALLON TANKS
 2/800 GALLON TANKS
 1/750 GALLON TANK
 4/700 GALLON TANKS
 1/650 GALLON TANK
 8/600 GALLON TANKS
 94/550 GALLON TANKS
 43/500 GALLON TANKS

ITEM NUMBER	SUPPLIES	ESTIMATED QUANTITY	UI	US\$/USG
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 UNITED STATES AIR FORCE KOREA

770-76 CONT'D

5/400 GALLON TANKS
 4/350 GALLON TANKS
 2/300 GALLON TANKS
 101/275 GALLON TANKS
 1/150 GALLON TANK
 1/125 GALLON TANK
 356/100 GALLON TANKS (LOCATED AT AIR FORCE
 VILLAGE APPROXIMATELY 2.3 MILES OFF BASE FROM MAIN GATE)
 2/6,000 GALLON TANKS AT BASE SERVICE STATION
 (BLDG 1302)
 1/6,000 GALLON TANK TRUCK
 1/1,200 GALLON TANK TRUCK
 1/31,700 GALLON TANK AT MUSTANG VALLEY VILLAGE.
 DELIVERY FREQUENCY:
 MAY-SEP: UP TO 4 LOADS EACH DAY-1,500 GLS PER
 LOAD OCT-APR: APPROX 25 LOADS PER DAY-1,500 GLS PER
 LOAD
 SPECIAL REQUIREMENTS: 60 FOOT DELIVERY HOSE
 FUEL FLOW RATE MUST BE LESS THAN 100 GPM
 METERED DELIVERY TICKET REQUIRED
 DELIVERY HOURS: 0700-1700
 MINIMUM DELIVERY: 1,500 GALLONS
 MAXIMUM DELIVERY: 37,500 GALLONS
 MULTIPLE DROP
 ESCORT REQUIRED

SUWON AB
 KS, USAF, DET 2, 607 MMS/LGSF
 DELIVERY DODAAC: FP5261
 BILLING DODAAC : FP5230
 ORDERING OFFICE: 011-82-333-220-5151
 ORDERING DODAAC : FP5261

780-21	GASOLINE AUTOMOTIVE UNLD MG7	60,000	GL	\$_____
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TANK TRUCK (TT), OR TANK WAGON (TW) INTO
 1/210,000 GALLON TANK
 1/5,000 GALLON TANK
 DELIVERY HOURS: 0730-1630
 MINIMUM DELIVERY: 1,000 GALLONS
 MAXIMUM DELIVERY: 5,000 GALLONS
 ESCORT REQUIRED

ITEM NUMBER	SUPPLIES	ESTIMATED QUANTITY	UI	US\$/USG
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 UNITED STATES AIR FORCE KOREA

SUWON AB CONT;D

780-76	FUEL OIL DIESEL REGULAR GR DKR	600,000	GL	\$ _____
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TANK TRUCK (TT), OR TANK WAGON (TW) INTO
 2/18,000 GALLON TANKS
 1/7,500 GALLON TANK
 1/5,000 GALLON TANK
 2/15,000 GALLON TANKS
 7/1,000 GALLON TANKS
 1/600 GALLON TANK
 4/550 GALLON TANKS
 10/500 GALLON TANKS
 5/250 GALLON TANKS
 DELIVERY TICKET REQUIRED
 DELIVERY HOURS: 0730-1630
 SPECIAL REQUIREMENTS: TT/TW EQUIPPED WITH
 INTER-CHANGEABLE 1" AND 3" DISPENSING NOZZLE AND
 60 FOOT DISPENSING HOSE.
 MINIMUM DELIVERY: 1,200 GALLONS
 MAXIMUM DELIVERY: 8,000 GALLONS
 MULTIPLE DROP
 ESCORT REQUIRED

781-76	FUEL OIL DIESEL REGULAR GR DKR	40,000	GL	\$ _____
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FOB ORIGIN (FOB), AT CONTRACTOR'S FACILITY
 INTO GOV'T RAILCARS (RC) IN INCHON AREA
 MINIMUM DELIVERY: 10,000 GALLONS
 MAXIMUM DELIVERY: 30,000 GALLONS
 DELIVERY FREQUENCY: 3 - TIMES PER YEAR DURING
 WINTER MONTHS

ITEM NUMBER	SUPPLIES	ESTIMATED QUANTITY	UI	US\$/USG
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 UNITED STATES AIR FORCE KOREA

TAEGU AB
 KS, USAF, DET 1, 607 MMS/LGSF
 DELIVERY DODAAC: FP5230
 BILLING DODAAC : FP5230
 ORDERING OFFICE: (COMM) 011-82-052-980-4609
 ORDERING DODAAC : FP5230

785-21	GASOLINE AUTOMOTIVE UNLD MG7	20,000	GL	\$ _____
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TANK TRUCK (TT), OR TANK WAGON (TW) INTO
 1/216,000 GALLON TANK AT FACILITY #105
 2/5,000 GALLON TANKS AT FACILITY #105
 DELIVERY HOURS: 0700-1730
 MINIMUM DELIVERY: 1,200 GALLONS
 MAXIMUM DELIVERY: 5,000 GALLONS
 ESCORT REQUIRED

785-76	FUEL OIL DIESEL REGULAR GR DKR	250,000	GL	\$ _____
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TANK TRUCK (TT), OR TANK WAGON (TW) INTO
 4/2,500 GALLON TANKS AT FACILITY #105
 10/1,000 GALLON TANKS
 1/900 GALLON TANK
 1/800 GALLON TANK
 1/700 GALLON TANK
 1/650 GALLON TANK
 6/600 GALLON TANKS
 15/550 GALLON TANKS
 4/500 GALLON TANKS
 6/350 GALLON TANKS
 4/300 GALLON TANKS
 8/275 GALLON TANKS
 1/250 GALLON TANK
 1/100 GALLON TANK
 1/80 GALLON TANK
 METERED DELIVERY TICKET REQUIRED
 DELIVERY HOURS: 0700-1730
 SPECIAL REQUIREMENTS: TT/TW EQUIPPED WITH
 INTER-CHANGEABLE 1" AND 3" DISPENSING NOZZLE WITH
 AUTO SHUT-OFF CAPABILITY, 100 FOOT DELIVERY HOSE
 AVERAGE DELIVERY: 1,200 GALLONS
 MINIMUM DELIVERY: 8,000 GALLONS
 MULTIPLE DROP
 ESCORT REQUIRED

ITEM NUMBER	SUPPLIES	ESTIMATED QUANTITY	UI	US\$/USG
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 UNITED STATES AIR FORCE KOREA

786-76	FUEL OIL DIESEL REGULAR GR DKR	70,000	GL	\$ _____
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FOB ORIGIN (FOB), AT CONTRACTOR'S FACILITY INTO
 GOVT RAILCARS (RC) IN ULSAN AREA.
 MINIMUM DELIVERY: 10,000 GALLONS
 MAXIMUM DELIVERY: 40,000 GALLONS
 DELIVERY FREQUENCY: 4-TIMES PER YEAR DURING
 WINTER MONTHS.

(DESC 52.207-9F55)

K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTS I/III)
(OCT 1999/OCT 1998/JAN 1999)

(a) **DEFINITIONS.** As used in this provision--

(1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

(2) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

(3) **Women-owned small business concern** means a small business concern--

(i) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(4) **Women-owned business concern** means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) **TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6050M).** (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) **TAXPAYER IDENTIFICATION NUMBER (TIN).**

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. _____

(4) **TYPE OF ORGANIZATION.**

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other: _____.

(5) **COMMON PARENT.**

☐ Offeror is not owned or controlled by a common parent.

☐ Name and TIN of common parent:

Name _____

TIN _____

K1.01-10 CONT'D

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) **SMALL BUSINESS CONCERN.** The offeror represents as part of its offer that it--

- ☐ is
☐ is not

a small business concern.

(2) **SMALL DISADVANTAGED BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents, for general statistical purposes, that it--

- ☐ is
☐ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) **WOMEN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents that it--

- ☐ is
☐ is not

a women-owned small business concern.

NOTE: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) **WOMEN-OWNED BUSINESS CONCERN (OTHER THAN SMALL BUSINESS CONCERN). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents that it -

- ☐ is

a woman owned business concern.

(5) **TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS.** If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

(6) **SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM.** (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) **(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs)).** The offeror represents as part of its offer that it--

- ☐ is
☐ is not

an emerging small business.

K1.01-10 CONT'D

(ii) **(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs)).** The offeror represents as follows:

(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following:)

<u>NUMBER of EMPLOYEES</u>	<u>AVERAGE ANNUAL GROSS REVENUES</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(7) **(Complete only if the solicitation contains the clause at FAR 52.219-23, NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS, or FAR 52.219-25, SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING, and the offeror desires a benefit based on its disadvantaged status.)**

(i) **GENERAL.** The offeror represents that either--

(A) It--

- ☐ is
☐ is not

certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It--

- ☐ has
☐ has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) **JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

K1.01-10 CONT'D

(8) **(Complete if the offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.)** The offeror shall check the category in which its ownership falls:

- ☐ Black American
- ☐ Hispanic American
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

(9) **HUBZONE SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents as part of its offer that--

(i) It--

- ☐ is
- ☐ is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It--

- ☐ is
- ☐ is not

a joint venture that complied with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

_____.)

K1.01-10 CONT'D

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) **CERTIFICATIONS AND REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER 11246.**

(1) **PREVIOUS CONTRACTS AND COMPLIANCE.** The offeror represents that--

(i) It--

☐ has

☐ has not

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation; and

(ii) It--

☐ has

☐ has not

filed all required compliance reports.

(2) **AFFIRMATIVE ACTION COMPLIANCE.** The offeror represents that--

(i) It--

☐ has developed and has on file

☐ has not developed and does not have on file

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It--

☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) **CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352).**

(Applies only if the contract is expected to exceed \$100,000). By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) **BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE.** **(Applies only if DFARS clause 252.225-7007, TRADE AGREEMENTS ACT, is incorporated by reference in this solicitation.)**

K1.01-10 CONT'D

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products" but do not meet the definition of "domestic end product":

(Insert line item no.)

(ii) The offeror certifies that the following supplies are qualifying country end products:

(Insert line item no.)

(Insert country of origin)

(iii) The offeror certifies that the following supplies are qualify as designated country end products:

(Insert line item no.)

(Insert country of origin)

(iv) The offeror certifies that the following supplies qualify as Caribbean Basin country end products:

(Insert line item no.)

(Insert country of origin)

(v) The offeror certifies that the following supplies qualify as NAFTA country end products:

(Insert line item no.)

(Insert country of origin)

(vi) The offeror certifies that the following supplies are other nondesignated country end products:

(Insert line item no.)

(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products.

(g) BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE. (Applies only if DFARS clause 252.225-7036, NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT, clause is incorporated by reference in this solicitation.)

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

K1.01-10 CONT'D

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products," but do not meet the definition of "domestic end products":

(Insert line item number)

(ii) The offeror certifies that the following supplies are qualifying country (except Canada) end products:

(Insert line item number)

(Insert country of origin)

(iii) The offeror certifies that the following supplies qualify as NAFTA country end products:

(Insert line item number)

(Insert country of origin)

(iv) The offeror certifies that the following supplies are other non-NAFTA country end products:

(Insert line item number)

(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, or NAFTA country end products over other end products.

(h) CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549).

The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals

☐ are

☐ are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

and

(2) ☐ Have or

☐ Have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract ; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

☐ are or

☐ are not

presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(FAR 52.212-3/Alts I/III)

K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)**(a) DEFINITIONS.** As used in this clause--

(1) **Foreign person** means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) **United States person** is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) CERTIFICATION. By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it-

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(DFARS 252.212-7000)

L2.05-5 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) (DESC AUG 1999)

(a) AMENDMENTS TO SOLICITATIONS. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(b) MASTER SOLICITATION.

(1) This solicitation is [**X**], is not [] a master solicitation for the **Korea PC&S Purchase Program**. If this is a master solicitation, it will contain the terms and conditions for this solicitation and for future supplemental solicitations in the program year. Each supplemental solicitation will incorporate by reference the same terms and conditions as this master solicitation, except as specifically stated in that supplemental solicitation. The identical terms and conditions will not be repeated. (Therefore, if this is a master solicitation, it should be retained for the duration of the program.) However, each supplemental solicitation will be considered a separate and individual solicitation.

(2) The initial opening/closing date for the solicitation is **April 10, 2000**. Subsequent openings/closings for future requirements will be on an as-required basis starting with the first supplemental solicitation and thereafter until the end of the program ordering period as stated in the solicitation.

(c) SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF OFFERS.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, signed and dated offers and modifications thereto shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror at or before the exact time specified in this solicitation. Offerors using commercial carriers should ensure that the offer is marked on the outermost wrapper with the information in subdivisions (i) and (ii) above. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation.

(2) The first page of the offer must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) Include name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(iv) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(v) Terms of any express warranty;

(vi) Price and any discount terms; and

(vii) A completed copy of the representations and certifications in the Offeror Submission Package.

(3) IFBs ONLY.

(i) Facsimile bids _____ authorized for this solicitation.

(ii) **EVALUATION - Net Payment Terms.** Offers under an IFB that include net payment terms less than 30 days will be determined nonresponsive.

L2.05-5 CONT'D

(iii) Prices shall be offered on an economic price adjustment basis only. Firm prices will be nonresponsive and will be rejected.

(iv) The prices set forth on the Price Data Sheet in the block marked "Bid Price" will be a per gallon price. These prices shall not exceed six digits to the right of the decimal (e.g., \$1.030454).

(4) RFPs ONLY.

(i) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or that reject the terms and conditions of the solicitation may be excluded from consideration.

(ii) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(d) STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE AND SMALL BUSINESS SIZE STANDARD. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern that submits an offer in its own name, but which proposes to furnish an item that it did not itself manufacture, is 500 employees.

(e) PERIOD FOR ACCEPTANCE OF OFFERS. The offeror agrees to hold the prices in its offer firm for **120** calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(f) PRODUCT SAMPLES. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(g) MULTIPLE OFFERS. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(h) LATE OFFERS.

(1) FOR IFBs. See the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision in Addendum 1.

(2) FOR RFPs.

(i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and--

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term **working days** excludes weekends and U.S. Federal holidays;

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.

L2.05-5 CONT'D

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. **Postmark** means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offeror or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service.

Postmark has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the FACSIMILE PROPOSALS provision. Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is **3:00 P.M.**, local time for the designated Government office.

(i) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(j) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars unless otherwise permitted by the solicitation.

(k) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(l) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(m) CONTRACT AWARD.

(1) RFPs ONLY (not applicable to IFBs).

(i) While the Government intends to evaluate offers and award a contract without discussions, it reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

(ii) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(iii) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

L2.05-5 CONT'D

(2) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the Government, cost or price and other factors (including subfactors) specified elsewhere in this solicitation, considered.

(3) The Government may reject any or all offers if such action is in the Government's interest.

(4) The Government may waive informalities and minor irregularities in offers received.

(5) The Government may accept any item or group of items of a proposal, unless the offeror qualifies the proposal by specific limitations. Unless otherwise provided in the Schedule, proposals may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(6) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.

(7) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(n) AVAILABILITY OF REQUIREMENTS DOCUMENTS CITED IN THE SOLICITATION.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA, FEDERAL SUPPLY SERVICE SPECIFICATIONS SECTION
470 L'ENFANT PLAZA, SW, SUITE 8100
WASHINGTON, DC 20407
TELEPHONE: (202) 619-8925
FAX: (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the address in (i) above. Additional copies will be issued for a fee.

(2) The DOD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DODSSP)
BUILDING 4, SECTION D
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111-5094
TELEPHONE: (215) 697-2179
FAX: (215) 697-1462

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2179; or

(B) Through the DoDSSP Internet site at <http://www.dodssp.dla.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

L2.05-5 CONT'D

(o) **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER.** (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call **1-800-333-0505**. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at **<http://www.customerservice@dnb.com>**. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at **globalinfo@mail.dnb.com**.

(FAR 52.212-1, **tailored**/DESC 52.212-9F20)

II.03-3 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (DESC AUG 1999)**(a) INSPECTION/ACCEPTANCE.**

(1) The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (i) within a reasonable time after the defect was discovered or should have been discovered; and (ii) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(2) Also see the REQUESTS FOR WAIVERS AND DEVIATIONS clause in the Addendum.

(b) **ASSIGNMENT.** The Contractor or its assignee's right to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) **CHANGES.** Changes to the terms and conditions of this contract may be made only by written agreement of the contracting parties.

(d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference.

(f) **EXCUSABLE DELAYS.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **INVOICE.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number, and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

11.03-3 CONT'D

(h) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) **PAYMENT.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Prompt payment discount will be applied to the total amount of each invoice. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In the event electronic funds transfers cannot be processed, the Government retains the option to make payment under this contract by check. In connection with any discount offered for early payment, time shall be computed from the date the invoice was received. For the purposes of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the date on which an EFT was made.

(j) **RISK OF LOSS.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon--

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) **TAXES.** See Addendum 2.

(l) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purposes. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) **TITLE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) **WARRANTY.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.

(r) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services;
- (2) The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause;

II.03-3 CONT'D

- (3) The clause at 52.212-5;
- (4) Addenda to this solicitation or contract, including any license agreements for computer software;
- (5) Solicitation provisions if this is a solicitation;
- (6) Other paragraphs of this clause;
- (7) Standard Form 1449;
- (8) Other documents, exhibits, and attachments; and
- (9) The specification.

(FAR 52.212-4, **tailored**/DESC 52.212-9F50)**II.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAY 1999)**

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b), which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

☒ 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

☐ 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

☐ 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994). ☐ Alt I. ☐ Alt II.

☐ 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).

☐ 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

☐ 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).

☐ 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). ☐ Alt I.

☐ 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☐ 52.222-26, Equal Opportunity (E.O. 11246).

II.04 CONT'D

- ☐ 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
 - ☒ 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
 - ☐ 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
 - ☐ 52.225-3, Buy American Act - Supplies (41 U.S.C. 10).
 - ☐ 52.225-9, Buy American Act - Trade Agreements Act - Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
 - ☐ 52.225-18, European Union Sanction for End Products (E.O. 12849).
 - ☐ 52.225-19, European Union Sanction for Services (E.O. 12849).
 - ☐ 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187). ☐ Alt I.
 - ☐ 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (31 U.S.C. 3332).
 - ☐ 52.232-34, Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (31 U.S.C. 3332).
 - ☐ 52.232-36, Payment by Third Party (31 U.S.C. 3332).
 - ☐ 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
 - ☐ 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- (c) The Contractor agrees to comply with FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:
- (Contracting Officer check as appropriate)**
- ☐ 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).
 - ☐ 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).
 - ☐ 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).
 - ☐ 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).
 - ☐ 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351 et seq.).

II.04 CONT'D

(d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS - NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by any addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components:

52.222-26, Equal Opportunity (E.O. 11246);

52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212); and

52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(FAR 52.212-5)

II.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 1999)

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) Clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components.

- | | | |
|-------------------------------------|--------------|---|
| <input type="checkbox"/> | 252.205-7000 | Provision of Information to Cooperative Agreement Holders, 10 U.S.C. 2416 |
| <input type="checkbox"/> | 252.206-7000 | Domestic Source Restriction, 10 U.S.C. 2304 |
| <input type="checkbox"/> | 252.219-7003 | Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (DoD Contracts), 15 U.S.C. 637 |
| <input type="checkbox"/> | 252.225-7001 | Buy American Act and Balance of Payments Program, 41 U.S.C. 10a-10-d, E.O. 10582 |
| <input checked="" type="checkbox"/> | 252.225-7007 | Buy American Act -Trade Agreements Act - Balance of Payments Program, 41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note |
| <input type="checkbox"/> | 252.225-7012 | Preference for Certain Domestic Commodities |
| <input type="checkbox"/> | 252.225-7014 | Preference for Domestic Specialty Metals. - 10 U.S.C. 2341 note |
| <input type="checkbox"/> | 252.225-7015 | Preference for Domestic Hand or Measuring Tools. - 10 U.S.C. 2241 note |

II.05 CONT'D

- ☐ 252.225-7021 Trade Agreements, 19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note
- ☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales, 22 U.S.C. 2779
- ☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments, 22 U.S.C. 2755
- ☐ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers, 10 U.S.C. 2534(a)93)
- ☒ 252.225-7036 Buy American Act - North American Free Trade Agreement Implementation Act – Balance of Payments Program (☐ Alt I), 41 U.S.C. 10a-10d and 19 U.S.C. 3301 note
- ☐ 252.227-7015 Technical Data Commercial Items, 10 U.S.C. 2320
- ☐ 252.227-7037 Validation of Restrictive Markings on Technical Data, 10 U.S.C. 2321
- ☒ 252.243-7002 Requests for Equitable Adjustment, 10 U.S.C. 2410
- ☐ 252.247-7024 Notification of Transportation of Supplies by Sea, 10 U.S.C. 2631

(c) In addition to the clauses listed in paragraph (b) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under the contract.

- ☐ 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

(DFARS 252.212-7001)

ADDENDUM 1

PREAWARD SOLICITATION PROVISIONS

K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

(DESC 52.215-9F28)

K45.01 FACSIMILE OR ELECTRONIC INVOICING (DESC JAN 1998)**(a) FACSIMILE INVOICING.**

- (1) Submission of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing at all times.
- (2) Offeror shall indicate whether or not he intends to submit invoices via FAX:

☐ YES ☐ NO

- (3) See the SUBMISSION OF INVOICES FOR PAYMENT clause for FAX invoicing procedures.

(4) RETURN OF INVOICES BY THE PAYING OFFICE.

- (i) Invoices deemed improper in accordance with the Prompt Payment Act may be returned to the offeror via FAX with the reason for return.
- (ii) The offeror's FAX number for returning improper invoices is--

(For overseas locations, include the country code)

(b) ELECTRONIC INVOICING (EDI)

- (1) Electronic submission of invoices via Electronic Data Interchange (EDI) for all applicable items (as defined in the SUBMISSION OF INVOICES FOR PAYMENT clause) is authorized when the offeror will utilize this method of invoicing at all times for those affected items.

- (2) The offeror shall indicate whether it intends to submit electronic invoices via EDI.

☐ YES ☐ NO

- (3) See the SUBMISSION OF INVOICES FOR PAYMENT for electronic invoicing procedures.

(DESC 52.232-9F20)

K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) **DEFINITIONS.** As used in this provision--

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) **Significant interest**, as used in this provision means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

K86 FOREIGN TAXES (DESC JUN 1987)

As stated in the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, unless the contract provides otherwise, the contract price must include all applicable taxes and duties. In accordance with the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, the offeror shall list below, in paragraph (a), the specific name and amount of the foreign taxes included in the price. If, when permitted by the contract, foreign taxes are not included in the offered price but are expected to be invoiced separately, the offeror shall list the specific name and amount of these taxes in paragraph (b) below.

(a) Foreign taxes included in the contract price are as follows:

NAME OF TAX

AMOUNT

K86 CONT'D

(b) Foreign taxes invoiced separately are as follows:

NAME OF TAX

AMOUNT

(DESC 52.229-9F10)

**L2.01-3 PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION
(OVERSEAS) (DESC JUN 1999)**

(a) **THE OFFER.** The offer (proposal) shall consist of the following items:

(1) **Standard Form (SF) 1449**, Solicitation/Contract Order for Commercial Items, Blocks 12, 17 through 24, and 30.

(2) **Schedule clause.** The offeror shall insert its proposed unit prices for each contract line item in the spaces provided in the SUPPLIES TO BE FURNISHED clause or as specified in the solicitation.

(3) **Offeror Submission Package.** The offeror shall complete the representations and other statements of offerors contained in the Offeror Submission Package enclosed with this solicitation. The clauses/provisions found in the Offeror Submission Package are duplicated in the basic solicitation.

(4) **Other Required Documents.** The offeror shall submit all other documents required by the terms and conditions of this solicitation.

(5) **Exceptions.**

(i) Any exceptions the offeror takes to the terms and conditions of the solicitation must be submitted with the offer. Only exceptions detailed in the offer will be treated as exceptions to the terms and conditions of the solicitation. Any exceptions taken by the offeror will be considered by the Government and either accepted or rejected. Exceptions that are accepted by the Government will be incorporated into any resultant contract; exceptions that are rejected by the Government must be withdrawn by the offeror or the offer will be rejected.

(ii) If the offeror does not take any exceptions, completion of blocks 12, 17 through 24, and 30 of the SF 1449 signifies the offeror's agreement to the terms and conditions contained in the solicitation.

(b) **PAST PERFORMANCE SUBMISSION.**

(1) In addition to its offer, each offeror must complete the Contractor Performance Data Sheet (CPDS) (Attachment A). The contracts and/or subcontracts submitted on the CPDS should be similar in nature to the solicitation requirements and completed within the last 3 years. All contracts/subcontracts submitted should have a minimum of one year's performance history. The Government reserves the right to consider contracts still in progress and to consider contract and/or subcontract information outside the specified time periods. The contracts may include efforts undertaken on behalf of the Defense Energy Support Center, other Federal agencies (including those performed for non-DoD activities), quasi-government organizations, State or local governments, and/or private industry. By submitting the CPDS, the offeror agrees to permit the Government's representatives to contact the references listed and inquire as to the past performance of the offeror.

(2) If the offeror determines that it has not performed any contracts or subcontracts for the same or similar work required by the solicitation, the offeror should indicate this on the CPDS by marking the appropriate box.

(DESC 52.215-9F76)

L2.11-2 FACSIMILE PROPOSALS (OCT 1997)

(a) **DEFINITION. Facsimile proposal**, as used in this provision, means a proposal, revision, or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is **703-767-8506**.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document—

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(FAR 52.215-5)

L54 SITE VISIT (DESC OCT 1992)

(a) It is the responsibility of the offerors/bidders to inspect the site where supplies are to be delivered and to obtain all available information about the site necessary to satisfy themselves about general and local conditions that may affect delivery and the cost of contract performance, to the extent that the information is reasonably obtainable. Offerors/bidders are responsible for any costs incurred for any site inspection and for obtaining information.

(b) In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(DESC 52.237-9F05)

L74 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Requirements Fixed-Price with Economic Price Adjustment** contract resulting from this solicitation.

(FAR 52.216-1)

L203 HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DESC JAN 1998)

(a) Any handcarried offer must be received at the depository indicated on the Standard Form (SF) 33 or SF 1449 of this solicitation by the date and time specified for receipt of offers. Evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the solicitation wrapper or other documentary evidence of receipt maintained by the installation.

(b) Offers delivered by an express delivery service will be considered "handcarried." Therefore, bidders/offerors that respond to this solicitation using an express delivery service must ensure that the express delivery service "handcarries" the offer to the depository indicated on the SF 33 or SF 1449.

(c) The term **express delivery service** does not include Express Mail delivered by the United States Postal Service. Express Mail will be considered "mail" under the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision or the Late Offers paragraph of the INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS or INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITIONS provision.

(DESC 52.252-9F05)

M3.01 EVALUATION OF OFFERS WHERE UNCOMMON ESCALATORS ARE USED (DESC JAN 1998)

(a) **FOR EVALUATION PURPOSES ONLY**, an evaluation factor will be applied to the Final Proposal Revision (FPR) prices of those items in which uncommon escalators are proposed as a basis for economic price adjustments. The evaluation factor will establish a commonality among the different postings or publications offered in order to ensure that all offerors are evaluated on an equal basis.

M3.01 CONT'D

(b) The offeror's margin (plus or minus) will be established as the difference between the FPR price and the Final Revised reference price. The margin will then be added to the 12-month average of the posting or publication being proposed to determine the evaluated price. The 12-month average will be calculated over the most recent complete 12-month period prior to the established reference date (i.e., if reference date is August 22, 1994, then the 12-month period would be August 1993 - July 1994).

(DESC 52.216-9F60)

M19.10 EVALUATION OF OFFERS SUBJECT TO ECONOMIC PRICE ADJUSTMENT (RFP) (DESC JAN 1998)

(a) Offers on an escalated price basis will be subject to all terms and conditions of the ECONOMIC PRICE ADJUSTMENT clause.

(b) Final Proposal Revision (FPR) prices, with any increases or decreases in the reference price through the date and time set for FRPs, will be used in evaluating offers.

(c) If no FPR is submitted, the original offer, with any increases or decreases in the reference price through date set for FRPs, will be used in evaluating offers.

(DESC 52.216-9F45)

M55 CONVERSION FACTORS (DESC APR 1998)

(a) This provision applies to all products except lubricating oils.

(b) The offeror should use conversion factors that reflect its product characteristics and submit prices and transportation rates in the requested units. In the event prices or transportation rates are not submitted in the requested units, the following conversion factors based on an assumed density for the product will be used by DESC in the evaluation of the offer.

(1) TABLE I.

One Imperial Gallon	=	1.20095 U.S. Gallons at the same temperature
One Liter	=	0.264172 U.S. Gallons at the same temperature
One Cubic Meter (1,000 liters)	=	6.2898 Barrels at the same temperature
One U.S. Barrel	=	42 U.S. Gallons at the same temperature
One Kilometer	=	0.62137 Miles
One Mile	=	1.6093 Kilometers
One Nautical Mile	=	1.15 Statute Miles

(2) TABLE II.**DENSITY TYPICAL**

<u>PRODUCT</u>	<u>@15°C @60°F</u>		<u>BARRELS PER METRIC TON</u>	<u>GALLONS PER METRIC TON</u>	<u>LITERS PER METRIC TON</u>	<u>BARRELS PER LONG TON</u>	<u>GALLONS PER LONG TON</u>
	<u>Kg/m³</u>	<u>API</u>					
AUTOMOTIVE							
GASOLINE (ALL)	744.9	58.4	8.462	355.42	1342.46	8.598	361.12
AVIATION							
GASOLINE (ALL)	716.3	66.0	8.801	369.66	1396.06	8.943	375.59

M55 CONT'D**BURNER FUEL OILS**

FUEL OIL NO. 1	812.8	42.5	7.753	325.61	1230.31	7.877	330.83
FUEL OIL NO. 2	846.9	35.5	7.440	312.49	1180.78	7.560	317.51
FUEL OIL NO. 4	914.2	23.2	6.891	289.44	1093.85	7.002	294.09
FUEL OIL							
NO. 5 LIGHT	954.2	16.7	6.602	277.27	1048.00	6.707	281.71
FUEL OIL NO.							
5 HEAVY	960.7	15.7	6.557	275.39	1040.91	6.662	279.81
FUEL OIL NO. 6	976.6	13.3	6.450	270.90	1023.96	6.554	275.25

DIESEL FUELS

DFA	810.5	43.0	7.775	326.54	1233.81	7.900	331.79
DF1	818.9	41.2	7.695	323.17	1122.15	7.818	328.36
DF2/GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36

INTERMEDIATE FUEL OILS

IFO 60	947.2	17.8	6.651	279.33	1055.74	6.757	283.81
IFO 180	965.3	15.0	6.526	274.09	1035.95	6.630	278.48
IFO 220	967.9	14.6	6.508	273.34	1033.16	6.612	277.72
IFO 380	973.9	13.7	6.468	271.65	1026.68	6.572	276.01

JET FUELS

JP4/JET B	764.6	53.5	8.243	346.22	1307.87	8.376	351.78
JP5	819.9	41.0	7.686	322.80	1219.66	7.809	327.98
JP8/JET A1	805.9	44.0	7.820	328.42	1240.85	7.945	333.69
JET A	814.2	42.2	7.739	325.04	1228.20	7.863	330.26

KEROSINES (ALL)	815.2	42.0	7.730	324.68	1226.69	7.854	329.88
MARINE GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36
NAPHTHA	731.1	62.0	8.623	362.16	1367.80	8.761	367.97
NAVAL DISTILLATE							
FUEL (F76)							
AND DFW (F75)	844.3	36.0	7.463	313.43	1184.41	7.582	318.46

(3) TABLE III.

<u>PRODUCT</u>	<u>ASSUMED DENSITY</u> <u>20 deg C/20 deg C</u>		
	<u>g/mL</u>	<u>lb/gal</u>	<u>Kg/gal</u>
FSII DIEGME	1.025	8.561	3.884

(DESC 52.215-9FA1)

M72 EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DESC APR 1997)

- (a) Offerors are expected to submit offers in full compliance with all terms and conditions of this solicitation.
- (b) Any exceptions/deviations to the terms and conditions of this solicitation will result in the Government's determination that

either--

- (1) The exception/deviation is material enough to warrant rejection of the offer in part or in full; or
- (2) The exception/deviation is acceptable.

(c) If the exception/deviation is in reference to a specification contained in this solicitation and the offeror cannot supply product fully meeting the required specification(s), the product can be offered for consideration provided the offeror clearly indicates, by attachment to the offer, the extent to which any product offered differs from the required specification(s).

(d) If the exception/deviation is in reference to a particular test, inspection, or testing method contained in this solicitation, the offer can be considered provided the offeror clearly indicates, by attachment to the offer, the extent to which its offer differs from those requirements.

(e) If the exception/deviation is determined acceptable, offered prices may be adjusted, for evaluation purposes only, by the Government's best estimate of the quantitative impact of the advantage or disadvantage to the Government that might result from making an award under those circumstances.

(DESC 52.209-9F45)

M72.03-1 EVALUATION FACTORS FOR BEST OVERALL VALUE (OVERSEAS) (DESC APR 1999)**(a) BASIS OF AWARD.**

(1) The Government will award contracts to the responsible offeror(s) whose offer conforms to the solicitation and that represent the best overall value. The Government will determine best overall value on the basis of an integrated assessment of the following evaluation factors:

- (i) Past performance; and
- (ii) Price.

Offerors are advised that the Government is more interested in obtaining quality performance than lowest price. However, the Government will not pay a price premium that it considers disproportionate to the benefits associated with the offeror's record of past performance.

(2) In determining best overall value, the Government will evaluate and rate each offeror's past performance based on preestablished standards. The offer(s) selected as best value will represent the best tradeoff to the Government between past performance and price.

(b) **ACCEPTABILITY OF OFFERS.** An offer will be considered acceptable if, and only if, an offeror agrees to the terms and conditions in the solicitation, or if the Government has accepted any exceptions submitted with the offer.

(c) EVALUATION OF PAST PERFORMANCE.

(1) The Government will evaluate, based on preestablished standards, the quality the offeror's past performance. This may include any aspect of past performance that is related to this solicitation. The assessment of the offeror's past performance will be used as a means of evaluating the offeror's ability to meet the solicitation requirements. A record of poor performance may be considered an indication that the offeror has failed to conform to contract requirements and/or to standards of good workmanship, adhere to contract schedules, including the administrative aspects of performance; provide reasonable and cooperative behavior and commitment to customer satisfaction; and/or display a business-like concern for the interests of the customer. Offerors shall be afforded an opportunity to address unfavorable reports of past performance, and the offeror's response, or lack thereof, will be taken into consideration. Recent contracts may be examined to ensure that corrective action measures have been put in place to prevent the recurrence of past performance problems. Prompt actions taken to correct performance problems may be considered a reflection of management concern for customer satisfaction; however, such action may not mitigate all negative performance trends. Additionally, a record of satisfactory or exceptional past performance will not result in a favorable assessment of an otherwise unacceptable proposal. Offerors lacking relevant past performance history or for which past performance information is not available will not be evaluated favorably or unfavorably on past performance.

(2) The Government reserves the right to consider any information available to it in evaluating an offeror's past performance. This includes information obtained from the offeror's references, past and present customers, subcontractors, and any other sources that may have useful information. However, the Government reserves the right not to contact all of the references listed by the offeror. The Government also reserves the right to assess the offeror's past performance based solely on the offeror's performance under an existing DESC contract or a previous DESC contract for work similar to that required by the solicitation.

- (3) The subfactors listed below are equal to one another in importance and will be used to evaluate past performance:

M72.03-1 CONT'D

(i) **Quality of Product and Service.** Assessment of the offeror's ability to conform to contract requirements, specifications, and standards of good workmanship.

(ii) **Schedule.** Assessment of the offeror's ability to meet delivery schedules, to respond to administrative issues in a timely manner, and to complete a contract.

(iii) **Business Relations.** Assessment of the offeror's commitment to maintaining an acceptable level of performance, customer satisfaction, and meeting small business, HUBZone small business, small disadvantaged business, and women-owned business participation goals, as applicable. This includes the offeror's history of reasonable and cooperative behavior, participation in problem identification, and corrective action measures.

(d) **BEST VALUE DETERMINATION.** After the past performance ratings are determined, a series of paired comparisons will be made between competing offerors for each line item. In making these paired comparisons, the Government will determine the difference in past performance and price. If, in any paired comparison, one offeror is superior in past performance and offers the lowest price, then the Government will consider that offeror to represent the better value. But, if the offeror with the superior past performance offers a higher price than the competing offeror, the Government will decide whether the superior performance merits the higher price. If so, then the Government will consider the offeror with superior past performance at a higher price to represent the best value. Otherwise, the Government will consider the competing offeror with the lower price and lower past performance rating to represent a better value. The Government will continue to make paired comparisons in this manner until it has identified the offeror that represents the best value based on past performance and price. In the event of a tie among all factors and subfactors between two or more offerors considered to represent the best value, the final award decision shall be made by a drawing by lot limited to those offerors. The drawing shall be witnessed by at least three persons, with the names and addresses of the witnesses and supervising official documented in the contract file.

(DESC 52.209-9F75)

ADDENDUM 2

POSTAWARD CONTRACT CLAUSES

B19.01-2 ECONOMIC PRICE ADJUSTMENT - MARKET PRICE (PC&S) (KOREA/GUAM/JAPAN) (DESC JUL 1999)

(a) **WARRANTIES.** The Contractor warrants that--

(1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause;

and

(2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this clause.

(b) **DEFINITIONS.** As used throughout this clause, the term--

(1) **Base unit price** means the unit price set forth opposite the item in Section B of the Schedule.

(2) **Market price** means a price determined by an independent trade association, governmental body, or other third party and reported or made available in a consistent manner in a publication, electronic data base, or other form. This price may be either a single market price or a combination of market prices for price adjustment for individual items by product, market area, and publication as specified in the Table in (g) below. For purposes of this procurement, the market price is the average of the prices published in Platt's Oilgram Price Report. The applicable market price is identified by product following the Table in (g) below.

(i) **Base market price** means the price as shown in column IV of the Table in (g) below and is the market price from which economic price adjustments are calculated pursuant to this clause.

(ii) **Adjusting market price** means the market price in effect on the date of delivery and that will be used to determine the change in market price as defined in (c)(1) below.

(3) **Date of delivery** is defined as follows:

(i) **FOR F.O.B. DESTINATION TRUCK DELIVERIES.** The date product is received, on a truck-by-truck basis.

(ii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date and time product commences moving past the specified f.o.b. point.

(c) **ADJUSTMENTS.**

(1) Subject to the provisions of this clause, the prices payable hereunder shall be determined by adding to the base unit price the same number of cents, or fraction thereof, that the adjusting market price increases or decreases, per like unit of measure, subsequent to the date on which the base market price is established (see column IV of the Table). The prices payable shall be issued through semimonthly contract notifications effective the first and third Monday of each month.

(2) Contract price adjustments shall be provided via notification through contract modifications and/or posting to the DESC web page under the heading **Doing Business with DESC**.

(3) All arithmetical calculations, including the final adjusted unit price, shall be rounded to four decimal places.

(4) **FAILURE TO DELIVER.** Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(5) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price, pursuant to these economic price adjustment provisions, shall not exceed 60 percent of the base unit price in any applicable program year (whether a single year or a multiyear program), except as provided hereafter.

(i) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with an appropriate explanation and documentation as required by the Contracting Officer.

(ii) If an actual increase in the market price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.

B19.01-2 CONT'D**(6) REVISION OF MARKET PRICE INDICATOR.** In the event--

- (i) Any applicable market price indicator is discontinued or its method of derivation is altered substantially; or
- (ii) The Contracting Officer determines that the market price indicator consistently and substantially fails to reflect market

conditions,--

the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustments hereunder. The contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.

(d) **CONVERSION FACTORS.** If this clause requires quantity conversion for economic price adjustment purposes, the conversion factors for applicable products, as specified in the CONVERSION FACTORS provision, apply unless otherwise specified in the Schedule.

(e) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, and other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.

(f) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(g) TABLE.

I	II	III	IV
		Heading under which market price is published and	Base market price as of 20 MARCH 2000
<u>Item no.</u>	<u>Name of publication (see (b)(2) above)</u>	<u>name of product</u>	<u>(date of publication)</u>

The recommended escalator is as follows:

FOR ALL MOGAS ITEMS, the recommended escalator is the average of the high and low product postings for "Mogas Unl" for the five (5) days ending one day prior to the first and the third Monday of each month as published in Platt's Oilgram Price Report, "Spot Price Assessments", under the heading "Singapore/Japan Cargoes (\$/Bbl)" under the column labeled "C & F Japan".

FOR ALL DIESEL FUEL ITEMS, the recommended escalator is the average of the high and low product postings for "Gasoil Pure" for the five (5) days ending one day prior to the first and the third Monday of each month as published in Platt's Oilgram Price Report, "Spot Price Assessments", under the heading "Singapore/Japan Cargoes (\$/Bbl)" under the column labeled "C & F Japan".

It is recommended that you base your offered prices on the average of the five (5) days ending one day prior to the 20 March 2000.

(DESC 52.216-9FZ1)

C1 SPECIFICATIONS (DESC JAN 1997)

Product to be supplied shall fully meet the requirements of the applicable specification(s) as indicated in the Supply Schedule, except as modified elsewhere in this contract. Unless otherwise indicated by the Contractor, prior to award and in accordance with the EVALUATION OF OFFERS clause, the product offered will be assumed to fully meet the applicable specification(s).

(DESC 52.246-9FT5)

C1.02 DODISS SPECIFICATIONS (DESC JUN 1999)

Unless otherwise specified, the issues of Federal and Military specifications, standards, and related standardization documents and those non-Government standards adopted for Department of Defense use, which are cited in this solicitation/contract, are those listed in the Department of Defense Index of Specifications and Standards (DODISS) dated July 1, 1998, and its supplement dated May 1, 1999.
(DESC 52.246-9FT1)

C16.16-1 GASOLINE, AUTOMOTIVE, UNLEADED (KOREAN GRADE) (DESC JUN 1996)

Specification KSM-2612, revision dated June 17, 1993 applies.

- (a) **SCOPE.** This clause specifies unleaded automotive gasolines.
 (b) **CLASSIFICATION.** The automotive gasoline shall be designated class 1 (premium) or class 2 (regular).
 (c) **QUALITY.** Automotive gasoline is a refined petroleum oil suitable as fuel for automotive engines or other similar internal combustion engines. It shall be free from moisture and precipitates, and shall conform to the following specifications:

Property	OCTANE NO. (1)		DISTILLATION, °C			RESIDUE	CU. STRIP
CLASS	RON	MON	10%	50%	90%	(VOL. %)	CORROSION
1	95 min	87 min	70 max	125 max	190 max	2.0 max	1 max
2	91 min	83 min	"	"	"	"	"

Property	VAPOR (2)			LEAD			OXIDATION	WATER &
CLASS	PRESSURE	COLOR	GUM (3)	CONTENT	SULFUR	STABILITY	SEDIMENT	Phosphorous
	(Kg/cm ² at 37.8 C)		(mg/100 ml)	(g/l)	(Wt %)	(Minutes)	(Vol. %)	(g/l)
1	0.45 - 0.85	Yellow	5.0 max	0.013 max	0.10 max	480 min	0.01	0.0013 max
2	"	"	"	"	"	"	"	"

NOTES:

- (1) Either RON or MON can be used for testing octane number.
 (2) Upper limit of vapor pressure, reid, is allowable up to 0.98 kg/cm² in cold weather.
 (3) Gum defines existent gum, washed.

(d) ADDITIVES.

- (1) **OXIDATION INHIBITORS.** The gasoline shall contain not less than 14 nor more than 43 grams of oxidation inhibitors (active ingredient) per cubic meter of gasoline. Any one or a combination of the following oxidation inhibitors may be used:
- (i) N,N'-dissecondary-butyl-para-phenylenediamine
 - (ii) N,N'-diisopropyl-para-phenylenediamine
 - (iii) N,N'-dioctyl-para-phenylenediamine
 - (iv) N,N'-bis-(1,4 dimethylpentyl)-para-phenylenediamine
 - (v) N,N'-dissecondary butyl-ortho-phenylenediamine
 - (vi) 2,6-ditertiary-butylphenol
 - (vii) 2,6-ditertiary-butyl-4-methylphenol
 - (viii) 2,4-dimethyl-6-tertiary-butylphenol
 - (ix) Triethylenetetramine di(monononylphenolate)
 - (x) N-secondary-butyl, N'-phenyl-ortho-phenylenediamine
 - (xi) Mixed 2,6-dialkyl and 2,4,6-trialkylphenols containing mixed hexyl and heptyl groups
 - (xii) 2,4-ditertiary-butylphenol (60 weight percent minimum) and mixed tertiary-butylphenols (40 weight percent maximum)
 - (xiii) Butylated ethylphenols (55 weight minimum) and butylated ethyl and dimethylphenols (45 weight percent maximum)

C16.16-1 CONT'D

(xiv) 4,6-ditertiary-butyl-2-methylphenol (45 weight percent minimum), mixture of 6-tert-butyl-2- methylphenol and 2,4,6,-tri-tertiary-butylphenol (40 weight percent minimum), and other butylated phenols (15 weight percent maximum)

(xv) 2,4-dimethyl-6-tertiary-butylphenol (72 weight percent) and a mixture of methyl-and dimethyl- tertiary-butylphenols (28 weight percent)

(xvi) Di-and-tri-isoprophylphenols (75 weight percent minimum) and di-and-tri-tertiary-butylphenols (25 weight percent maximum).

(2) **METAL DEACTIVATORS.** The gasoline shall contain not less than 2.8 nor more than 8.6 grams of an approved metal deactivator (active ingredient) per cubic meter of gasoline. Any one of the following metal deactivators may be added separately or in combination with an approved oxidation inhibitor:

- (i) N, N' -disalicylidene-1, 2-ethanediamine
- (ii) N, N' -disalicylidene-1, 2-propanediamine
- (iii) N, N' -disalicylidene-1, 2-cyclohexanediamine
- (iv) Disalicylidene-N-methyl-dipropylene-triamine

(3) **CORROSION INHIBITOR.** An approved corrosion inhibitor may be added at the option of the refiner or if required by the procuring activity. Any inhibitor used shall be a product which conforms to MIL-I-25017. The quantity added shall not exceed the maximum approved in QPL-25017 for the specific corrosion inhibitor used.

(4) **OTHER ADDITIVES.** The gasoline shall not contain other additives such as detergents, solvent oils, dispersants, etc., except dyes that are required to meet the color requirement.

(d) **TEST METHODS.**

(1) Sampling shall be made in accordance with KS M 2001 (Sampling Method for Crude Oil and Petroleum Products) or ASTM D 4057.

(2) Octane Number shall be determined in accordance with KS M 2039 (Testing Method for Octane Number of Motor Fuel by Research Method), KS M 2045 (Testing Method for Octane Number of Motor Fuel by Motor Method), ASTM D 2699 (Research Method), or ASTM D 2700 (Motor Method).

(3) Distillation properties shall be tested in accordance with KS M 2031 (Testing Method for Distillation of Petroleum Products) or ASTM D 86.

(4) Copper Corrosion Test shall be made in accordance with KS M 2018 (Testing Method for Copper Corrosion of Petroleum Products) or ASTM D 130.

(5) Vapor Pressure shall be tested in accordance with KS M 2030 (Testing Method for Vapor Pressure of Petroleum Products (Reid Method)) or ASTM D 323.

(6) Existence of Gum shall be determined in accordance with KS M 2041 (Testing Method for Existent Gum in Petroleum Product) or ASTM D 381.

(7) Tetra Ethyl Lead shall be determined in accordance with KS M 2042 (Testing Method for Determination of Tetra Ethyl Lead in Gasoline) or ASTM D 3341.

(8) Sulfur Content shall be determined in accordance with KS M 2027 (Sulfur in Petroleum Products (Lamp Method)) or ASTM D 1266.

(9) Oxidation Stability shall be determined in accordance with KS M 2043 (Oxidation Stability of Gasoline (Induction Period Method)) or ASTM D 525.

(10) Water and Sediment shall be determined in accordance with KS M 2115 (Water and Sediment in Distilled Fuels by Centrifuge) or ASTM D 2709. Use an explosion-proof centrifuge.

(e) **MARKING.** Containers shall be marked with product name, class, quantity, and the name of manufacturer.

(DESC 52.246-9FHQ)

C16.26-5 FUEL OIL, DIESEL (PC&S) (KOREA) (DESC AUG 1998)

(a) **CLASSIFICATIONS.** Diesel fuel oil shall conform to the Korean Industrial Standard KSM 2610 (latest revision) as modified by (b). Product shall be classified as shown below:

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>POUR POINT REQUIREMENT</u>
9140-01-409-1057	Diesel Fuel Oil, Class 3	DKR	Seasonally adjusted (see (b) below)
9140-01-409-1064	Diesel Fuel Oil, Class 3 Special	DKW	-30 ^o C maximum (all year-round)

(b) **SEASONAL POUR POINT AND COLD FILTER PLUGGING POINT (CFPP) REQUIREMENTS.** In order to prevent gelling in above-ground storage tanks, the pour point and cold filter plugging points for DKR shall be adjusted in accordance with the table below. The cold filter plugging point shall be tested using Institute of Petroleum (IP) Method 309. An additive may be used to improve the cold flow characteristics of the finished fuel. If an additive will be used, the offer must include the type of additive and the amount that will be used.

<u>MONTH</u>	<u>POUR POINT REQUIREMENT</u>	<u>CFPP REQUIREMENT</u>
December, January, February	Report	-17 ^o C maximum
March	-17 ^o C maximum	Not required
April	-5 ^o C maximum	Not required
May, June, July, August	0 ^o C maximum	Not required
September	-10 ^o C maximum	Not required
October, November	Report	-10 ^o C maximum

(c) **ALL FACILITIES REQUIRING DIESEL FUEL FOR ON-HIGHWAY USE SHALL BE SUPPLIED PRODUCT WITH A MAXIMUM SULFUR CONTENT OF 0.05 WEIGHT PERCENT.**

(DESC 52.246-9FEA)

E12 POINT OF ACCEPTANCE (DESC MAY 1969)

On f.o.b. origin deliveries, acceptance of the supplies furnished hereunder will take place at origin, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance. On f.o.b. destination deliveries, acceptance of the supplies furnished hereunder will take place at destination, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance. (DESC 52.246-9FQ1)

E21.01 SUPPLEMENTAL INSPECTION (OVERSEAS) (DESC JUL 1999)

(a) Inspection responsibility is assigned to the cognizant office specified in the LIST OF INSPECTION OFFICES FOR OVERSEAS PETROLEUM PRODUCT CONTRACTS or the QUALITY REPRESENTATIVE clause of this contract, whichever is applicable.

(b) On items calling for f.o.b. origin delivery, inspection and acceptance will be performed at the point of delivery.

(c) On items calling for f.o.b. destination delivery, preliminary inspection for quality will be performed at the product source, with final inspection and acceptance at destination except that--

(1) On all bulk fuels, other than aviation, that are delivered via TT/TW to U.S. Government installations for their use and consumption, Government inspection for identity and quantity will be performed by the receiving activity at point of acceptance.

(2) If there is evidence that product deliveries are not in conformance with the contract, assistance, if required, should be solicited from the cognizant inspection office.

(3) The Government reserves the right to perform quality inspection at all times and places if warranted.

(d) On items calling for delivery of drummed or packaged products, either f.o.b. origin or f.o.b. destination, inspection for product quality will be performed at the point of manufacture or blending. If the point of blending is different from the point of manufacture of component stocks, preliminary inspection of component stocks may be performed at their point of manufacture. Quality verification and inspection for proper filling and packaging will be performed at the point of filling. Final inspection and acceptance will be at the point of delivery.

(e) Whenever the item calls for delivery into or by tanker, either f.o.b. origin or f.o.b. destination, the Contractor shall keep the Inspector informed of the loading date and source of supply and any changes thereto as far in advance of the loading date as is possible to permit necessary inspection by the Government.

(f) When the item calls for delivery f.o.b. origin into Government-furnished tanker and the Contractor has the option to designate the loading point(s), the Contractor shall notify the Inspector and the Ordering Officer of the designated loading point(s) at least 14 days in advance of the scheduled delivery date. When the item calls for f.o.b. destination delivery and the Contractor has the option to designate the loading point(s), the Contractor shall notify the Inspector and the Ordering Officer of the designated loading point(s) as far in advance of the loading date as is possible.

(DESC 52.246-9F80)

E22.01 QUALITY REPRESENTATIVE (DESC JUL 1992)

The Quality Office assigned inspection responsibility under this contract is DCMC Pacific – Taegu, Room 240, Building S1650, Camp Henry, Taegu Korea. Mailing address is DCMC Pacific – Taegu, Unit 15672, Box 2149 APO AP 96218-0672.

(DESC 52.246-9F35)

E35.02 REQUESTS FOR WAIVERS AND DEVIATIONS (DESC JUN 1997)

(a) The following procedures apply to requests for specification waivers.

(1) Requests for waivers and deviations shall be submitted by the Contractor to the Contracting Officer with a copy to the Quality Representative (QR). Each request shall provide the following information: Contractor name; contract number; contract line item and product, if applicable; clause number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and equitable price adjustment offered over the administrative fee. In extraordinary situations, the Contractor may initially submit the request for a deviation or waiver through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Bulk Fuels Business Unit, Product Technical and Standardization Division, Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next DESC normal workday. As used in this clause, the term "extraordinary situation" means the matter cannot await resolution until the DESC normal workday (0800 to 1630 hours), Monday through Friday - Federal holidays excluded. In addition, if either the Contracting Officer or the COR cannot be reached, the Duty Officer shall be contacted and provided the necessary information to forward to the proper individuals as soon as possible. The Duty Officer's telephone number is (800) 286-7633, (703) 767-8420, or (DSN) 427-8420.

E35.02 CONT'D

(2) If the waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the waiver being granted. If the situation dictates, a waiver may be granted without prior agreement on price adjustment or other consideration subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such agreement shall be documented on the receiving document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS clause of this contract.

(3) If the waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than \$250 to cover administrative costs, plus any additional cost of Government inspection or tests if reinspection or retest is necessary.

(4) If the waiver is granted modifying this contract but the supplies accepted are nevertheless determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the waiver. If, however, this consideration exceeds \$500, a second contract modification shall be issued reducing the Contractor's obligation to \$500 (the administrative cost of issuing the two required modifications).

(b) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to reject or to require correction under the INSPECTION OF SUPPLIES – FIXED-PRICE clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to--

- (1) Consideration commensurate with the extent of nonconforming supplies; and
- (2) Cost of Government inspection or tests if reinspection or retest is necessary.

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

(DESC 52.246-9FR1)

F1.01-1 DELIVERY CONDITIONS FOR TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS (DESC APR 1997)

IMPORTANT NOTE on EPA TESTING OF UNDERGROUND TANKS. If the "volumetric" method is used for annual EPA testing of underground tanks, the "topping off" of tanks for this test is outside the scope of DESC requirements contracts.

(a) **F.O.B. ORIGIN.** On items calling for delivery at Contractor's refinery, terminal, or bulk plant f.o.b. transport truck, truck and trailer, or tank wagon--

- (1) Supplies ordered hereunder shall be delivered, at Contractor's expense, into equipment specified in the Schedule.

(2) Unless otherwise specified in the Schedule, all deliveries shall be made on the day specified in the delivery order unless otherwise authorized by the receiving activity during normal working hours of such activity, provided that the Contractor shall have received the order at least 48 hours prior to the day so specified.

(b) **F.O.B. DESTINATION.** On items calling for delivery f.o.b. destination by means of transport truck, truck and trailer, or tank wagon--

(1) The Contractor shall not be required to deliver by transport truck or truck and trailer a quantity less than a full load nor into more than one storage tank, with the following exceptions:

(i) An order placed under an item of this contract calling for delivery by transport truck of motor gasoline, fuel oil, diesel fuel, or kerosene, or, if this procurement is for Central America only, jet fuel, may require delivery of a quantity as low as 5,200 gallons whenever the activity is restricted either by a tank capacity or by a directive from receiving a larger quantity; and

(ii) Where the Schedule provides for multiple drop delivery, the Contractor may be required to deliver into more than one storage tank. Where truck and trailer is the method of delivery specified, the Contractor may, at its option, make delivery by transport truck. In the case of deliveries in Alaska, where truck and trailer or transport truck is the method of delivery specified, the Contractor may, at its option, make delivery by tank wagon.

(2) Unless otherwise specified in the Schedule, all deliveries shall be made on the day specified in the delivery order unless otherwise authorized by the receiving activity during normal working hours of such activity, provided that the Contractor shall have received the order at least 48 hours prior to the day so specified.

F1.01-1 CONT'D

(3) The Contractor shall not be required to deliver by tank wagon a quantity of less than 575 liters (or 150 gallons) but, at the Government's option, may be required to deliver into more than one storage tank.

(4) When delivery is made by tank wagon, such wagon shall be equipped with pump, meter, and a minimum of 100 feet (30 meters) of hose. Where delivery is made by transport truck or truck and trailer, such delivery equipment shall be equipped with a minimum of 15 feet of hose.

(5) When delivery is made by tank wagon, transport truck, or truck and trailer to a Government facility, the Contractor shall present delivery equipment and product in such condition at destination so as to permit complete off-loading within the prescribed free time.

(6) Unless otherwise provided in the Schedule, free time for unloading trucks, transport trucks, or trucks and trailers shall be unlimited.

(7) When delivery is made by tank wagon, transport truck, or truck and trailer to a Government facility—

(i) The Contractor shall provide properly maintained delivery equipment and properly trained delivery personnel to reasonably assure that delivery can be made without damage to vegetation and asphalt pavement adjacent to storage facilities being filled. The Contractor's delivery personnel who have not exercised reasonable care and delivery equipment that is poorly maintained may be refused entrance to the installation by the installation Commander.

(ii) The Contractor shall present delivery equipment and product in such condition at destination so as to permit complete off-loading within the prescribed free time. (DESC 52.247-9FH5)

F1.09 DETERMINATION OF QUANTITY (DESC AUG 1999)

(a) **QUANTITY.** The quantity of supplies furnished under this contract shall be determined as follows:

(1) **DELIVERIES INTO OR BY TANKER/BARGE.**

(i) **F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--

(a) Shore tank measurements; or

(b) Calibrated meter.

(B) The Government will have the right to have a representative present to witness the measurement of quantity.

(ii) **F.O.B. DESTINATION.**

(A) On items requiring delivery on an f.o.b. destination basis, the quantity shall be determined (at the Government's option) on the basis of--

(a) Receiving shore tank measurements; or

(b) Calibrated meters on the receiving tank system.

(B) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(2) **DELIVERIES INTO OR BY PIPELINE.**

(i) **F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--

(a) Calibrated meter; or

(b) Shipping tank measurements.

(B) The Government will have the right to have a representative present to witness the measurement of quantity.

(ii) **F.O.B. DESTINATION.**

(A) On items requiring delivery on an f.o.b. destination basis, the quantity shall be determined (at the Government's option) on the basis of--

(a) Receiving tank measurements; or

(b) Calibrated meter (if the facility is so equipped).

(B) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(iii) **F.O.B. JUNCTION.** On items requiring delivery f.o.b. junction of Contractor-owned or controlled pipeline and Government-owned or controlled pipeline, the quantity shall be determined (at the Government's option) on the basis of--

F1.09 CONT'D

- (A) Calibrated meter; or
- (B) Shipping tank measurements. Pipeline between shipping tank and f.o.b. point shall be full at the time of tank gaugings.
- (C) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(3) DELIVERIES INTO OR BY RAIL TANK CAR.**(i) F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Calibrated meter; or
- (b) Weight, using calibrated scales; or
- (c) The certified capacity table for the rail tank car.

(B) The Government will have the right to have a representative present to witness the measurement of quantity.

(ii) **F.O.B. DESTINATION.** On items requiring delivery on an f.o.b. destination basis, the quantity of supplies furnished under this contract shall be determined (at the Government's option) on the basis of--

- (A) The certified capacity table of the rail tank car received; or
- (B) Weight, using calibrated scales; or
- (C) Calibrated meter.
- (D) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(4) DELIVERIES INTO OR BY TANK TRUCK/TRUCK AND TRAILER/TANK WAGON.**(i) F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Certified capacity tables of the conveyance loaded; or
- (b) Calibrated meter; or
- (c) Weight, using calibrated scales.

(B) The Government has the right to have a representative present to witness the measurement of quantity.

(ii) F.O.B. DESTINATION.

(A) In any case, at the Government's option, quantity may be determined at the receiving activity on the basis of--

- (a) Weight, using calibrated scales; or
- (b) A calibrated meter on the receiving tank system.

(B) If the Government does not elect to use one of the methods in (A) above, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Calibrated meter;
- (b) Certified capacity tables. The tables must be made available at the time of delivery;
- (c) Certified tank calibration markers. Certified tank calibration markers will not be accepted unless the conveyance is full to the marker and the entire quantity is delivered; or

(d) The net quantity determined at the loading point by a calibrated loading rack meter or calibrated scales. This quantity must be mechanically imprinted on the loading rack meter ticket that is generated by the loading rack meter or calibrated scales.

(iii) WATER BOTTOMS.

- (A) Every delivery must be free of all water bottoms prior to discharge; and
- (B) The Contractor is responsible for their removal and disposal.

(b) VOLUME CORRECTION. Volume correction to gallons at 60°F (or liters at 15°C) is required for--

- (1) All product volumes measured in storage tanks, tankers, barges, pipeline tenders, and rail tank cars.
- (2) All product volumes of chemicals, residual fuels, and lubricating oils measured in tank trucks, trucks and trailers, and tank wagons. For this purpose, residual fuels are any products with a viscosity equal to or greater than a regular (not light) No. 4 Fuel Oil (ASTM D 396).
- (3) All other volumes of fuels and fuel oils measured in tank trucks, trucks and trailers, and tank wagons which are in excess of 3,500 gallons.

F1.09 CONT'D

(c) **MEASUREMENT STANDARDS.** All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the API Manual of Petroleum Measurement Standards (MPMS) Outside the U.S., other technically equivalent national or international standards may be used. Certified capacity tables shall mean capacity tables prepared by an independent inspector or any independent surveyor. In addition, the following specific standards will be used as applicable:

(1) API MPMS Chapter 11.1, Volume Correction Factors (API 2540/AASTM D 1250/IP 200/ISO 91-1). Either the printed version or the computer subroutine versions of the standard may be used. In case of disputes, the computer subroutine shall be the referee method.

(i) For crude oils, JP4, and Jet B, use Volume I, Tables 5A and 6A (or Volume VII Tables 53A and 54A).

(ii) For lubricating oils, use Volume XIII, Tables 5D and 6D (or Volume XIV, Tables 53D and 54D).

(iii) For all other fuels and fuel oils, use Volume II, Tables 5B and 6B (or Volume VIII, Tables 53B and 54B).

(iv) For chemicals/additives use Volume III, Table 6C (or Volume IX, Table 54C), or volume correct in accordance with the product specification.

(v) Volume XII, Table 52, shall be used to convert cubic meters at 15°C to barrels of 60°F. Convert liters at 15°C to cubic meters at 15°C by dividing by 1,000. Convert gallons at 60°F to barrels at 60°F by dividing by 42. Should foreign law restrict conversion by this method, the method required by law shall be used.

(vi) If the original measurement is by weight and quantity is required in U.S. gallons, then--

(A) Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60°F.

(B) Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60°F.

(2) **API MPMS, Chapter 4, Proving Systems.** All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.

(3) **API MPMS Chapter 12, Calculation of Petroleum Quantities.** All calculations of net quantities shall be made in accordance with this chapter. Outside the U.S., use of a tank shell correction factor is not required unless its use is a customary practice for custody transfer.

(DESC 52.211-9F95)

F1.09-1 ANNOTATION OF SHIPPING DOCUMENTS (DESC AUG 1999)

(a) **Trucks with temperature-compensating meters.** For deliveries when temperature compensating meters are used to determine quantity, the shipping document (truck's metered ticket) shall be annotated with the API gravity (or density), net quantity, and a statement that a temperature compensating meter was used to determine quantity.

(b) **Trucks without temperature-compensating meters.** For deliveries when quantity is determined without volume correction to 60°F (15°C) as permitted in the DETERMINATION OF QUANTITY clause, paragraph (b), the shipping document (truck's metered ticket) shall be annotated with the API gravity (or density), gross quantity, and a statement that volume correction was not required.

(c) **For all other deliveries, including those using a loading rack meter ticket as the shipping document.** The shipping document shall be annotated with the gross and net gallons (or gross and net liters), the observed and corrected API gravity (or density), and the temperature at which the product was measured.

(DESC 52.211-9FB1)

F1.09-2 DETERMINATION OF QUANTITY (PC&S) (DESC FEB 1999)

(a) **QUANTITY.** The quantity of supplies furnished under this contract shall be determined as follows:

(1) **DELIVERIES INTO OR BY TANKER/BARGE.**

(i) **F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the invoice quantity shall be determined (at the Contractor's option) on the basis of--

(a) Shore tank measurements; or

(b) Calibrated meter.

(B) The Government will have the right to have a representative present to witness the measurement of quantity.

(ii) **F.O.B. DESTINATION.**

(A) On items requiring delivery on an f.o.b. destination basis, the invoice quantity shall be determined on the basis of--

F1.09-2 CONT'D

- (a) Calibrated meter if the delivery conveyance is so equipped; otherwise--
- (b) Gauging the receiving shore tank; or
- (c) Gauging the tanker/barge before and after delivery.

(B) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(2) DELIVERIES INTO OR BY TANK TRUCK/TRUCK AND TRAILER/TANK WAGON.

(i) F.O.B. ORIGIN.

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the invoice quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Certified capacity tables of the conveyance loaded;
- (b) Calibrated meter; or
- (c) Weight, using calibrated scales.

(B) The Government has the right to have a representative present to witness the measurement of quantity.

(ii) F.O.B. DESTINATION. On items requiring delivery on an f.o.b. destination basis, the invoice quantity shall be determined as follows:

(A) If the narrative requires a tank truck with meter, a truck and trailer with meter, or tank wagon (which is always equipped with a meter), that meter shall be used to determine invoice quantity at time of delivery. The quantity shall be read directly from the meter; otherwise--

(B) The Government may elect to determine invoice quantity at the receiving activity at the time of delivery on the basis of--

- (a) Weight, using calibrated scales; or
- (b) A calibrated meter on the receiving tank system.

(C) If the Government does not require method (a)(2)(ii)(A) above or elects to use method (a)(2)(ii)(B) above, the Contractor may elect to provide equipment that enables the Government and the Contractor to determine invoice quantity at destination at the time of delivery by one of the following methods:

- (a) A calibrated meter on the delivery conveyance. The quantity shall be read directly from the meter; or
- (b) Gauging the delivery conveyance. The certified capacity tables must be made available at the time of delivery. This method may not be used in areas where environmental restrictions prohibit the opening of dome hatches; or
- (c) Certified tank calibration markers. Certified tank calibration markers will not be accepted unless the conveyance is full to the marker and the entire quantity is off-loaded at the receiving activity. This method may not be used for deliveries to Army activities or in areas where environmental restrictions prohibit the opening of dome hatches.
- (d) Provide the receiving activity with the net quantity determined at the loading point by a calibrated loading rack meter or calibrated scales. This quantity must be mechanically imprinted on the loading rack meter ticket that is generated by the loading rack meter or scales.

(D) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(iii) WATER BOTTOMS.

- (A) Every delivery must be free of all water bottoms prior to discharge; and
- (B) The Contractor is responsible for their removal and disposal.

(b) VOLUME CORRECTION TO STANDARD TEMPERATURE. To convert gross measured quantities to net quantities of gallons at 60°F (or liters at 15°C), use Volume Correction Factors and the API gravity (or density at 15°F) (see (c)(1) below). Volume correction to a standard temperature of 60°F (or liters at 15°C) is required for--

- (1) All product volumes measured in storage (receiving) tanks, tankers, and barges;
- (2) All product volumes measured by meters on the (receiving) tank system;
- (3) All product volumes determined by weight using a calibrated scale;
- (4) All product volumes determined by loading rack meter;
- (5) All product volumes of residual fuels measured in tank trucks or truck and trailers. For this purpose, residual fuels are any products with a viscosity equal to or greater than a regular (not light) No. 4 Fuel Oil (ASTM D 396); and
- (6) All other product volumes measured in tank trucks or truck and trailers that are in excess of 5,000 gallons except for deliveries where the meter on the delivery conveyance is used to determine quantity. If the meter on the delivery conveyance is used to determine invoice quantity, volume correction shall not be performed unless the meter is equipped to volume correct automatically. The invoice quantity shall be determined directly from the meter reading.

F1.09-2 CONT'D

(c) **MEASUREMENT STANDARDS.** All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the API Manual of Petroleum Measurement Standards (MPMS). Outside the United States, other technically equivalent national or international standards may be used. **Certified capacity tables** shall mean capacity tables prepared by an independent inspector or any independent surveyor. In addition, the following specific standards will be used as applicable:

(1) **API MPMS Chapter 11.1, Volume Correction Factors** (API 2540/ASTM D 1250/IP 200/ISO 91-1). Either the printed version or the computer subroutine versions of the standard may be used. In case of disputes, the computer subroutine will be the referee method.

(i) For all fuels and fuel oils, Volume II, Tables 5B and 6B (or Volume VIII, Tables 53B and 54B), shall be used to determine the volume correction factor.

(ii) Volume XII, Table 52 shall be used to convert cubic meters at 15°C to barrels at 60°F, except when this method is restricted by foreign law. Convert liters at 15°C to cubic meters at 15°C by dividing by 1,000. Convert gallons at 60°F to barrels at 60°F by dividing by 42. Should foreign law restrict conversion by this method, the method required by law shall be stated in the offer.

(iii) If the original measurement is by weight and quantity is required by U.S. gallons, then--

(A) Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60°F. Convert kilograms to metric tons by dividing by 1,000.

(B) Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60°F.

(2) **API MPMS Chapter 4, Proving Systems.** All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.

(DESC 52.211-9FA5)

**F3 TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES
(PC&S/COAL) (DESC APR 1998)**

(a) Upon arrival of Contractor's transport truck or truck and trailer, the receiving activity shall promptly designate the delivery point into which the load is to be discharged. Contractor shall be paid for detention beyond free time for delays caused by the Government. A minimum of one hour free time is required.

(1) Free time for unloading a transport truck, excluding multiple drop deliveries, or truck and trailer in excess of one hour:

_____.

(2) Rate for detention beyond free time: _____.

The above will not be considered in the evaluation of offers for award.

(b) Notwithstanding the above, the Government is entitled to at least as much free time as is allowed by the common carrier or that the Contractor normally allows its regular commercial customers, whichever is greater. In addition, the Government will not pay more in detention rates than the actual rate charged by the common carrier or the rate the Contractor normally charges its regular commercial customers, whichever is lower. **UNLESS OFFEROR INDICATES OTHERWISE, FREE TIME WILL BE CONSIDERED UNLIMITED.**

(c) **DETENTION COSTS.** Detention costs do not apply to tank wagon or to multiple drop transport truck or truck and trailer deliveries. Detention costs will be the sole responsibility of the activity incurring them. Any invoices for detention costs will be forwarded directly to the activity receiving the product.

(DESC 52.247-9FK1)

F4 DELIVERY AND ORDERING PERIODS (DESC AUG 1976)

(a) **The period of this contract during which the Ordering Officer may order and the Contractor shall deliver, if ordered, will be as follows unless the Schedule specifies otherwise:**

(1) Ordering period begins: **01 AUGUST 2000** and ends: **31 JULY 2002.**

(2) Delivery period begins: **01 AUGUST 2000** and ends: **30 days after end of ordering period.**

(b) **Notwithstanding the foregoing, deliveries prior to the delivery period, made at the option of the Contractor and pursuant to an order by the Government, shall be deemed to have been made under this contract at the applicable contract price(s).**

(DESC 52.242-9F75)

F30.01 ORDERING AND PAYING OFFICERS (OVERSEAS PC&S) (DESC APR 1998)

(a) Ordering and Paying Officers under the contract are as indicated below:

<u>ITEM NO.</u>	<u>ORDERING OFFICER</u>	<u>PAYING OFFICER</u>
001-21 002-76	DPW, 20 th Support Group Unit #15499 ATTN: EANC-T-DPW-S APO AP 96218-0565	Defense Finance and Accounting Service Columbus Center - Stock Fund Directorate ATTN: DFAS-CO-SFFP P. O. Box 1182317 Columbus, Ohio 43218-6252
006-21	Chunchon, Camp Page SSD, USAG Area I Camp Page Attn: EANC-AIP-SSD APO AP 96206-0252	Same as above
011-21 011-76	Geumchon, Camp Bonifas UNCSB-GSA Attn: POL (Gas Station) Unit #15162 APO AP 96251-0147	Same as above
012-21	Geumchon, Camp Edwards 82 nd Engr Co (CSE) Unit #15561 (SSG Drain) APO AP 96251	Same as above
015-21 016-76	DPW, 20 th Support Group Unit #15499 ATTN: EANC-T-DPW-S APO AP 96218-0565	Same as above
021-21 021-76	Pyongtaek, Camp Humphreys Commander, USASA Area III (PROV) APO AP 96271-0716	Same as above
022-21	Pyongtaek Camp Humphreys Defense Energy Support Point POL Terminal APO AP 96271-0525	Same as above
025-21	Accountable Officer, SP #51 ATTN: EANG-YGM-305-51 Unit No 15274 APO AP 96205-0047	Same as above
026-76	COMMANDER DPW, 34 th Support Group, Unit #15333 ATTN: EANC-SA-D-S, Accountable Officer APO AP 96205-0177	Same as above
032-76 047-76	Waegwan, Camp Carroll Unit 15476, Accountable Officer ATTN: EANC-T-L-SSD-SP60 APO AP 96260-0546	Same as above

F30.01 CONT'D

<u>ITEM NO.</u>	<u>ORDERING OFFICER</u>	<u>PAYING OFFICER</u>
030-21	DPW, 20 th Support Group Unit #15499 ATTN: EANC-T-DPW-S APO AP 96218-0565	Defense Finance & Accounting Service Columbus Center - Stock Fund Directorate Attn: DFAS-CO SFFP P.O. Box 182317 Columbus, Ohio 43218-6252
036-21 036-76	Tongduchon, Camp Casey Area I Support Activity Attn: EANC-A1-DOL-OPBO APO AP 96258	Same as above
041-21 041-76	Uijongbu, Camp Red Cloud Area I Support Activity Attn: EANC-A1-DOL-OPBO APO AP 96258	Same as above
042-21	Uijongbu, Camp Stanley Office of the Installation Coordinator Unit #15564 APO AP 96252-0623	Same as above
045-21	COMMANDER 20 th Area Support Group ATTN: EANC-T-DPW-S, Accountable Officer APO AP 96224-0082	Same as above
051-21 051-76	Wonju, Camp Long/Camp Eagle Commander, USASA Area III (PROV) Attn: EANC-HG-LE-IS APO AP 96297-0246	Same as above
500-21	COMMANDER Fleet Activities Chinhae PSC 479 FPO AP 96269-1100	COMMANDER Fleet Activities Chinhae PCS 479 FPO AP 96269-1100
505-21 505-74	COMMANDER Naval Forces Korea Unit 15250, ATTN Supply Officer APO AP 96205-0023	COMMANDER Naval Forces Korea Unit 15250, ATTN Supply Officer APO AP 96205-0023
520-21	Defense Energy Support Center - Taegu Unit 15015 APO, AP 96218	Defense Finance & Accounting Service Columbus Center - Stock Fund Directorate Attn: DFAS-CO SFFP P.O. Box 182317 Columbus, Ohio 43218-6252
710-21 710-76	Suwon Korea Det 2, 607 MMS-LGSF Unit 2119 APO AP 96275-2119	Acctg Distb Station Nr 677800 607 AFS-FMF APO AP 96278-5260
750-21 750-76	Kim Hae AB Korea Det 1, OL-A 51 COBB LGSF MF Harvest Eagle, Unit 2009 APO AP 96214-2009	Same as above

F30.01 CONT'D

<u>ITEM NO.</u>	<u>ORDERING OFFICER</u>	<u>PAYING OFFICER</u>
755-21, 755-76 756-76	Kunsan AB Korea SUPS / LGSF Unit 2025 APO AP 96264-2025	Acctg Distb Station Nr 677800 607 AFS-FMF APO AP 96278-5260
765-21, 765-76 766-76	Kwang Ju AB Korea Det 3, MMS / LGSF Unit 2120 APO AP 96262-2120	Same as above
770-21, 770-76	Osan AB Korea 51 SUPS / LGSF, Unit 2064 APO AP 96278-2064	Same as above
780-21, 780-76 781-76	Suwon Korea Det 2, 607 MMS-LGSF Unit 2119 APO AP 96275-2119	Same as above
785-21, 785-76 786-76	Taegu AB Korea Det 1, 607 MMS-LGSF Unit 2166 APO AP 96218-2166	Same as above

(b) The Commanding Officer or his designated representative of the cognizant requiring activity is authorized to make any necessary changes to this listing, or make additional assignments for requirements not covered by the foregoing. Such changes or assignments shall be made by written notification to the Contractor, with a copy to the Contracting Officer.

(c) If Ordering and Paying Officers cannot be ascertained under (a) or (b) above, the following activities, as applicable, should be contacted:

DEFENSE ENERGY SUPPORT CENTER
ATTN: DESC-PLB
8725 JOHN J. KINGMAN ROAD, SUITE 4950
FORT BELVOIR, VA 22060-6222

HQ ACC/LGSF
ATTN: MSGT MIKE HOLGATE
25 E STREET, SUITE 1326
HICKAM AFB HI 96853-5427

COMMANDER
U.S. ARMY PETROLEUM CENTER
ATTN: SATPC-L
NEW CUMBERLAND ARMY DEPOT
NEW CUMBERLAND, PA 17070-5008

NAVY PETROLEUM OFFICE
ATTN: CODE 20
8725 JOHN J. KINGMAN ROAD, SUITE 3719
FORT BELVOIR, VA 22060-6224

(DESC 52.216-9FB1)

F51 SHIPMENT AND ROUTING (OVERSEAS) (DESC NOV 1972)

(a) The Contractor shall make shipments of the supplies ordered hereunder by the method specified in the Schedule, to the delivery point, in the quantity, and according to the delivery date specified in the order or in the Schedule.

(b) On items calling for delivery at Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, transportation equipment will be furnished by the Government; PROVIDED, however, that the Contractor shall, without additional cost to the Government, arrange to obtain any railway boxcars required for shipments to be made hereunder. Whenever any item of the Schedule specifies delivery by more than one method, selection of the method to be used shall be at Government's option. Government-furnished transportation equipment that the Contractor finds unsatisfactory for loading shall be reported as follows:

(1) **TANKERS AND BARGES.** Report to the Quality Representative (QR).

(2) **TANK CARS.** Report to the QR.

(3) **TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS.** Report to the QR and to carrier's general office, or to home base or station of such equipment.

(c) If the supplies are to be delivered f.o.b. tank car, boxcar, truck, transport truck, truck and trailer, or tank wagon at Contractor's refinery, terminal, or bulk plant—

(1) The Contractor shall ship the supplies under Government bills of lading, which will be furnished, or arranged for, by the Ordering Officer. If requested by the Government, the Contractor shall prepare Government bills of lading.

(2) The Contractor shall comply with routing instructions furnished by the Government. Such instructions will include carrier names, routes, route order numbers, and other pertinent information. The Contractor shall be responsible for scheduling of commercial transport trucks, trucks and trailers, and tank wagons to its plant in accordance with such routing instructions and consonant with the applicable order. The Contractor shall reimburse the Government for any demurrage incurred as a result of improper scheduling.

(d) On all tank car and boxcar (carload only) shipments, whether delivery is made on an f.o.b. origin or f.o.b. destination basis, the Contractor shall send to the consignee at the time of shipment a prepaid telegraphic notice which shall indicate grade of product, date of shipment, car and seal numbers, bill of lading number, and net quantities.

(e) The Contractor shall furnish serially numbered seals and effectively seal all tank cars, boxcars, transport trucks, trucks and trailers, tankers, and barges, whether delivery is made on an f.o.b. origin or f.o.b. destination basis. The marking on the seal shall be indicated on all shipping documents.
(DESC 52.247-9FG5)

G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected.
(DESC 52.211-9FH5)

G3.01 PAYMENT DUE DATE (DESC OCT 1988)

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday.
(DESC 52.232-9F45)

G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION or the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

G9.06 CONT'D

(a) Payee Name (Contractor): _____
(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Narrative Information (special instructions).

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DESC NOV 1999)

(a) The Contractor shall supply the following information to the Contracting Officer no later than 5 days after contract award and before submission of the first request for payment.

NAME OF RECEIVING BANK: _____
(DO NOT EXCEED 29 CHARACTERS)

CITY AND STATE OF RECEIVING BANK: _____
(DO NOT EXCEED 20 CHARACTERS)

AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK: _____
ACCOUNT TYPE CODE: (Contractor to designate one)

☐ CHECKING TYPE 22

☐ SAVINGS TYPE 32

RECIPIENT'S ACCOUNT NUMBER ENCLOSED IN PARENTHESES: _____
(DO NOT EXCEED 15 CHARACTERS)

RECIPIENT'S NAME: _____
(DO NOT EXCEED 25 CHARACTERS)

G9.07 CONT'D

STREET ADDRESS: _____
(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE: _____
(DO NOT EXCEED 25 CHARACTERS)

NOTE: Additional information may be entered in **EITHER** paragraph (c) **OR** paragraph (d) below. Total space available for information entered in (c) **OR** (d) is 153 characters.

(b) SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA:

(DO NOT EXCEED 153 CHARACTERS)

OR

(c) THIRD PARTY INFORMATION: Where payment is to be forwarded from the receiving bank to another financial institution for deposit into Contractor's account, the following information **must** be supplied by the Contractor: Second Bank Name, City/State and/or Country, Account Number, and Account Name.

(DO NOT EXCEED 153 CHARACTERS)

(d) CONTRACTOR'S DESIGNATED OFFICIAL SUBMITTING ELECTRONIC FUNDS TRANSFER INFORMATION.

NAME: _____
(DO NOT EXCEED 25 CHARACTERS)

TITLE: _____
(DO NOT EXCEED 25 CHARACTERS)

TELEPHONE NUMBER: _____
(DO NOT EXCEED 25 CHARACTERS)

SIGNATURE: _____

G9.07 CONT'D

(e) Any change by the Contractor in designation of the bank account to receive electronic transfer of funds in accordance with this clause must be received by the Contracting Officer no later than 15 days prior to the date the change is to become effective.

(f) The electronic transfer of funds does not constitute an assignment of such funds in any form or fashion.

(g) In the event corporate trade exchange (CTX) payments cannot be processed, the Government retains the option to make payments under this contract by check.

(h) **NOTICE TO FOREIGN SUPPLIERS.**

(1) Payment may be made through the Federal Reserve Wire Transfer system. The bank designated as the receiving bank must be located in the United States and must be capable of receiving Automated Clearing House (ACH) transactions. The appropriate American Bankers Association nine-digit identifier must be supplied in order for payments to be processed through CTX.

(2) If your account is with a foreign bank that has an account with a bank located within the United States, the U.S. bank may be designated as the receiving bank. The recipient's name and account number shall identify the foreign bank, and transfer instructions to supplier's account must be specified in (d) above.

(3) The Third Party Information supplied in (d) above will be located in the first RMT segment of the CTX payment information sent to the receiving bank.

(i) Notwithstanding any other provision of the contract, the requirements of this clause shall control.

(DESC 52.232-9FJ1)

G9.11 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC TRANSFER OF FUNDS INFORMATION (MAY 1999)

(a) As provided in paragraph (b) of the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) **DESIGNATED OFFICE.**

Name: Defense Energy Support Center

Mailing Address: 8725 John J. Kingman Road, Suite 4950
Fort Belvoir, VA 22060-6222

Telephone Number(s): (703) 767-9534

Person(s) to Contact: Sherry Wilson

Electronic Address: shwilson@desc.dla.mil

(FAR 52.232-35)

G9.14 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electric, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire Transfer System and, therefore, not the receiver of the wire transfer payment.

(FAR 52.232-38)

G18 ACCOUNTING AND APPROPRIATION (DESC FEB 1968)

The account for which material is ordered will determine the appropriation or fund to be charged with the cost of the material in each case. The appropriation or fund as applicable in each case will be conspicuously shown on each order issued hereunder. (DESC 52.232-9F50)

G150.02 COURIER DELIVERY OF INVOICES (DESC JUL 1999)

(a) Couriers, acting on behalf of Contractors, must deliver Contractor invoices being submitted for payment to the following mailroom street address:

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER
 DFAS-CO-LSF
 3990 EAST BROAD STREET, BLDG 21
 COLUMBUS, OH 43213-1152

(b) Invoices submitted by courier to the above address will be handled in a timely manner.

(DESC 52.232-9F65)

G150.06-2 SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (PC&S) (DESC AUG 1995)

(a) For purposes of this clause and the contract, "shipment number" for PC&S deliveries is defined as a seven position alpha-numeric number. The first three positions shall always consist of the alpha characters "PCS". The remaining four positions shall contain numeric digits beginning with "0001".

(b) The Contractor must identify the shipment number on each invoice submitted for payment. For each delivery order issued, the first shipment number shall be "PCS0001". The **SAME** shipment number shall be used for multiple deliveries under the same contract line item made on the same calendar day. Shipment numbers shall be consecutively numbered (i.e., 0002, 0003, etc.) for each subsequent day until the delivery order has been completed. The Contractor shall convey the appropriate shipment number to the receiving activity. (DESC 52.232-9F85)

G150.11 SUBMISSION OF INVOICES BY FACSIMILE (DESC OCT 1999)

NOTE 1: FOR GROUND FUELS (PC&S) CONTRACTS: This clause applies only to items for Army, Navy (including Marines), and other DoD activities (except Air Force, Alaska, and Hawaii).

NOTE 2: See paragraph (c) for facsimile invoicing for DETENTION/DEMURRAGE costs.

NOTE 3: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED AS APPLICABLE. Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.

G150.11 CONT'D

(a) **IMPORTANT NOTICE:** Contractors who select the facsimile (FAX) method of invoicing prior to award in accordance with the FACSIMILE INVOICING or the FACSIMILE OR ELECTRONIC INVOICING provision must do so for all invoices. Failure to comply with the requirements of this clause will result in revocation of the Contractor's right to submit invoices by the FAX method.

(b) **INSTRUCTIONS FOR SUBMITTING INVOICES VIA FACSIMILE.**

(1) When the Contractor has elected to transmit invoices by FAX, it is responsible for validating receipt of its FAXed invoice. Because DFAS-CO-LS cannot be held accountable for transmissions not received, the Contractor must verify transmission/receipt of its FAX by telephoning Customer Service (DFAS-CO-LS) at **(800) 756-4571 (Options 2 and 2)**. Personnel are available to verify receipt of FAXed transmissions between 8 a.m. and 5 p.m., EST/EDT, Monday through Friday, excluding Federal holidays.

(2) The DFAS-CO-LS FAX number is **(614) 693-0670/0671/0672**.

(3) The Contractor shall include its FAX number on each document transmitted.

(4) After transmitting the original invoice, the Contractor shall mark that invoice **"ORIGINAL INVOICE - FAXED"** and retain it. The hard copy is **not** required for payment and shall **not** be mailed to the payment office unless DFAS-CO-LS specifically requests it.

(5) **F.O.B. DESTINATION DELIVERIES.**

(i) **CERTIFICATION OF RECEIPT.**

(A) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:

(a) The SF 1449, Solicitation/Contract/Order for Commercial Items; or

(b) The DD Form 1155, Order for Supplies or Services; or

(c) The DD Form 250, Material Inspection and Receiving Report; or

(d) The DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report (for tanker and barge deliveries only).

(B) Payments to the Contractor will be based on the receipt of the "paying copies" of the receiving report to DESC-FII, Fort Belvoir, VA, and payment will be made in accordance with the terms of the contract.

(ii) **PC&S DELIVERIES.**

(A) Overbillings--

(a) That are less than or equal to 0.5 percent of the quantity listed on the receiving document will be paid as originally invoiced by the Contractor when the overbilled quantity is solely a result of a difference in measurement techniques.

(b) That exceed 0.5 percent of the quantity listed on the receiving document will be paid based on the quantity as determined by the activity and annotated on the activity's receiving document.

(B) Underbillings will be paid as invoiced.

(C) Notwithstanding any permissible variation percentage, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity. Payment shall be made for quantity within this allowable variation listed on the receiving document as received and accepted by the activity and invoiced by the Contractor.

(6) **F.O.B. ORIGIN DELIVERIES - RECEIVING REPORTS.**

(i) When FAXing an **invoice** for f.o.b. origin deliveries, the Contractor shall also FAX a copy of the applicable receiving report to DESC-FII, Room 2933, Fort Belvoir, VA, for GROUND FUELS (PC&S) DELIVERIES. DESC-FII's FAX number is (703) 767-9380. The receiving report shall be transmitted no later than two working days after each delivery.

(ii) The following forms, signed by the Quality Representative (QR), are acceptable receiving reports for f.o.b. origin deliveries:

(A) DD Form 250 (Material Inspection and Receiving Report); or

(B) DD Form 250-1 (Tanker/Barge Material Inspection and Receiving Report).

(iii) The signed copy, which certifies acceptance by the QR of the product prior to submission of the invoice, will have the following information stamped, printed, or typed on it: **"ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE."**

G150.11 CONT'D

(c) **INVOICING DETENTION/DEMURRAGE COSTS VIA FACSIMILE.** Detention costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries), will be the sole responsibility of the activity incurring them. Invoices for detention costs will be submitted by the Contractor via facsimile directly to the activity receiving the product. If the receiving activity is an Army activity, a copy of the detention cost invoice must also be furnished to the following address:

COMMANDER US ARMY PETROLEUM CENTER
ATTN SATPC-L
NEW CUMBERLAND PA 17070-5008

(DESC 52.232-9FG5)

II.01-1 DEFINITIONS (DESC FEB 1998)

As used throughout this contract, the following terms shall have the meanings set forth below.

(a) **Quality Representative (QR)** includes the terms Quality Assurance Representative (QAR) and Quality Surveillance Representative (QSR).

(1) The QAR is a Government Representative authorized to represent the Contracting Officer to assure the Contractor complies with the contractual requirements in furnishing petroleum products and services.

(2) The QSR is a Government Representative authorized to represent the Contracting Officer to assure the Contractor complies with the contractual requirements in furnishing services.

(b) **Ordering Officer** means whichever of the following or their designated representatives is applicable: (1) the Commander, Defense Energy Support Center; (2) the Commander, Defense General Supply Center; (3) the Commander, U.S. Army Petroleum Center; (4) the Commanding Officer, U.S. Navy Petroleum Office; (5) the Director of Air Force Aerospace Fuels; (6) the Chief of the Air Force Aerospace Fuels Office; (7) the Officer in charge of the Federal Government activity encompassing any delivery point indicated in the Schedule; (8) the Commanding Officer or the Master of the vessel to be bunkered; (9) any Government Contractor furnishing evidence of authority to order under this contract; (10) the head of any Federal Government agency; (11) the pilot, the flight commander, the aircraft commander or the crew chief of the U.S. designated aircraft authorized to place orders against into-plane contracts; (12) the Contracting Officer; (13) the individual in charge of ordering coal at the receiving Government activity; (14) the driver of a Federal vehicle or boat, or the pilot of a Federal aircraft authorized to place orders under a service station contract; (15) the Navy Fleet Commanders; (16) the Defense Attaché Officer; (17) the authorized ship manager (contractor) for the Maritime Administration who is ordering ships' bunkers on behalf of Maritime Administration vessels; (18) the ships' husbanding agent, furnishing evidence of contractual authority, who passes the order (verbal or written) on behalf of the requesting government vessel.

(c) The acronym **TK** means tanker, **B** means barge, **TC** means tank car, **T** means truck, **TT** means transport truck, **TTR** means truck and trailer, **TW** means tank wagon, **P** means pipeline, and **MSS** means Marine Service Station. The acronyms or terms **TT** or **transport truck** and **TTR** or **truck and trailer** mean tank truck equipment, whereas the acronym or term **T** or **truck** means truck equipment for hauling drummed or packaged supplies. The acronym **SW** means supplier's works, **CFD** means Contractor-furnished drum, and **GFD** means Government-furnished drum.

(DESC 52.202-9F10)

II.20-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC NOV 1999)

(a) This clause incorporates contract clauses and solicitation provisions by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(b) The full text of any FAR, DFARS, or DLAD solicitation clause or provision may be accessed electronically at these addresses:

FAR/DFARS: <http://farsite.hill.af.mil>
FAR/DFARS: <http://www-far.npr.gov>
DLAD: <http://www.procregs.hq.dla.mil/icps.htm>

(c) **All DESC clauses and provisions are contained in full text in this document.**

(d) **Solicitation Provisions Only.** The offeror is cautioned that the solicitation provisions listed in (e)(1) below may include blocks that must be completed by the offeror and submitted with its quotation or offer. As long as the offeror identifies the solicitation provision by number, the offeror may simply complete those paragraphs requiring fill-in information to submit with its quotation or offer. In addition to the solicitation provisions listed in (e)(1) below, the contract clauses listed in (e)(2) below shall apply to any resultant contract but do not require the submission of additional offer information.

I1.20-1

(e) The following FAR/DFARS/DLAD contract clauses and solicitation provisions are hereby incorporated by reference in addition to those listed in the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS and the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS clauses:

(1)

<u>SOLICITATION PROVISION NUMBER</u>	<u>REGULATORY NUMBER</u>	<u>PROVISION TITLE</u>
L2.10	FAR 52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
L2.10-1	FAR 52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY
L5.01-1	DLAD 52.233-9000	AGENCY PROTESTS
L114	FAR 52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS
L115	FAR 52.247-45	F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION

(2)

<u>CONTRACT CLAUSE NUMBER</u>	<u>REGULATORY NUMBER</u>	<u>CLAUSE TITLE</u>
E5	FAR 52.246-2	INSPECTION OF SUPPLIES – FIXED-PRICE
F105	FAR 52.211-16	VARIATION IN QUANTITY
G9.09-1	FAR 52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR
I1.07	DFARS 252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION
I11.04	FAR 52.242-13	BANKRUPTCY
I12.02	DFARS 252.233.7001	CHOICE OF LAW
I27	FAR 52.203-3	GRATUITIES
I28.21	FAR 52.229-6	TAXES – FOREIGN FIXED-PRICE CONTRACTS
I33	FAR 52.232-17	INTREST (DESC 52.252-9F08)

I11.01-2 ADMINISTRATIVE COST OF TERMINATION FOR CAUSE -- COMMERCIAL ITEMS (DESC FEB 1996)

(a) In the event this contract is terminated for cause, in whole or in part, the Government will incur administrative costs.

(b) The Contractor agrees to pay all administrative costs associated with a contract termination action. The minimum amount the Contractor shall pay for each termination action is \$500. This payment for administrative costs is in addition to any excess procurement costs and any other remedies or damages resulting from the termination.

(c) The term **termination action**, as used herein, means the termination for cause, including any associated procurement effort, involving--

- (1) Any single order or any group of orders terminated together;
- (2) Any item or group of items terminated together; or
- (3) The entire contract.

(DESC 52.249-9F20)

I84 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after 30 AUGUST 2002.

(FAR 52.216-21)

I86.06 DELIVERY-ORDER LIMITATIONS (OVERSEAS PC&S) (DESC AUG 1990)

(a) **MINIMUM ORDER.** The Contractor shall not be obligated to furnish supplies and/or services under this contract in an amount less than the minimum established in the Schedule of a single item for delivery to a single delivery point. In the event the prices established under this contract vary based upon the liter quantity of an individual delivery, the Government reserves the right to withhold ordering, without prejudice, until the individual delivery quantity required reaches a level, as determined by the Ordering Officer, that minimizes the per liter cost to the Government.

(b) **MAXIMUM ORDER.** Unless otherwise stated in the Schedule, the Contractor shall not be obligated to honor--

- (1) Any order for a single item for a single delivery point in excess of the line item quantity, plus 10 percent;
- (2) Any order for a combination of items for a single delivery point in excess of the total estimated line item quantities, plus 10

percent; or

(3) A series of orders from the same ordering office in the course of seven days that together call for quantities of items that total in excess of the limitation provided in (1) or (2) above.

(c) The Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum order limitations in (b) above.

I86.06 CONT'D

(d) Notwithstanding the foregoing, the Contractor shall honor any order exceeding the maximum order limitations set forth above unless the Contractor verbally notifies the Ordering Officer within two workdays after verbal notification of an order or two workdays after receipt of a written order, followed by the return of the written orders to the ordering office, that he does not intend to make shipment of the items called for and the reasons therefor. When the Government has received this verbal notice, the Government may acquire the supplies from another source.

(DESC 52.216-9FK5)

I179 ALLOCATION (DESC JUL 1995)

(a) **REDUCED SUPPLIES.** If, for any cause beyond the control and without the fault or negligence of the Contractor, the total supply of crude oil and/or refined petroleum product is reduced below the level that would have otherwise been available to the Contractor, the Contractor allocates to its regular customers its remaining available supplies of crude oil or product, then the Contractor may also allocate to the U.S. Government supplies to be delivered under this contract, **PROVIDED--**

(1) Prompt notice of and evidence substantiating the necessity to allocate and describing the allocation rate for all the Contractor's customers are submitted to the Contracting Officer;

(2) Allocation among the Contractor's regular customers is made on a fair and reasonable basis (except where allocation on a different basis is required by a governmental authority, agency, or instrumentality); and

(3) Reduction of the quantity of product due the Government under this contract shall not exceed the pro rata amount by which the Contractor reduces delivery to its other customers similarly situated.

(b) **ADDITIONAL SUPPLIES.** If, after the event causing the shortage of crude oil and/or refined petroleum product as described in (a) above, additional supply becomes available to the Contractor, the Contracting Officer may choose any one of the following three possible courses of action:

(1) Accept an updated pro rata reduction as outlined in (a) above;

(2) Determine that continuance of the contract with the quantities as originally stated in the Schedule is in the best interests of the Government; or

(3) Terminate the contract as permitted in (d) below.

(c) **REDUCED DELIVERIES.** If the Contractor believes that a law, regulation, or order of a foreign government requires the Contractor to deliver less than the quantity set forth in the Schedule for any location within that country, the Contractor may request allocation in accordance with (a) above. In addition to the criteria in (a) above, the Contractor's request shall cite--

(1) The law, regulation, or order, furnishing copies of the same;

(2) The authority under which it is imposed; and

(3) The nature of the Government's waiver, exception, and enforcement procedure.--

The Contracting Officer will promptly review the matter and advise the Contractor whether or not the need to allocate has been substantiated. If the law, regulation, or order requiring the Contractor to reduce deliveries ceases to be effective, the Contractor shall resume deliveries in accordance with the original Schedule.

(d) If, as a result of reduced deliveries permitted by (a), (b), or (c) above, the Contracting Officer decides that continuation of this contract is no longer in the best interests of the Government, the Government may terminate this contract or any quantity thereunder, by written notice, at no cost to the Government. However, the Government shall not be relieved of its obligation to pay for supplies actually delivered to and accepted by it.

(e) Except as otherwise stated in (b) above, any volumes omitted pursuant to (a) or (b) above shall be deleted from this contract, and the Contractor shall have no continuing obligation, so far as this contract is concerned, to make up such omitted supplies.

(f) For Posts, Camps, and Stations contracts, Department of Energy priority orders and allocation regulations will take precedence over any conflicting provisions of this clause.

(g) For Bulk Fuels contracts, the provisions contained in (a) above shall be inoperative when the Secretary of Defense makes a written determination that it is essential to the National Defense that the Defense Energy Support Center be provided contract volumes exceeding the amount of product to which it would otherwise be entitled.

(DESC 52.249-9F05)

I186 PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DESC MAY 1978)

(a) The Contractor shall use reasonable care to avoid damaging or contaminating existing buildings, equipment, asphalt pavement, soil, or vegetation (such as trees, shrubs, and grass) on the Government installation. If the Contractor fails to use reasonable care and damages or contaminates any such buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities, he shall replace the damaged items or repair the damage at no expense to the Government and to the satisfaction of the Government. Further, if, as a result of the failure of the Contractor to comply with the requirements of this contract, Government buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities become damaged or destroyed, the Contractor shall replace or repair the damage at no expense to the Government, and to the satisfaction of the Government. Should the Contractor fail or refuse to make such repairs or replacements, the Government may have the said repairs or replacement accomplished, and the Contractor shall be liable for the cost thereof which may be deducted from the amounts which become due under this contract. Informal agreement with the Contractor upon replacement, repairs, or costs to be deducted shall first be attempted by the Installation Commander or Ordering Officer. If disagreement persists, the matter shall be referred to the Contracting Officer. Unless approved by the Contracting Officer, no costs shall be deducted from amounts due or owing without the Contractor's consent.

(b) The Contractor shall take all measures as required by law to prevent oil spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying or dumping into or onto any land or water). In the event the Contractor spills any oil (including, but not limited to, gasoline, diesel fuel, fuel oil, or jet fuel), the Contractor shall be responsible for the containment, cleanup, and disposal of the oil spilled. Should the Contractor fail or refuse to take the appropriate containment, cleanup, and disposal actions, the Government may do so itself. The Contractor shall reimburse the Government for all expenses incurred including fines levied by Federal, State, or local Governments.

(DESC 52.223-9F10)

I186.01 OIL SPILLS - CONTRACTOR RESPONSIBILITY (PC&S) (KOREA) (DESC FEB 1998)

(a) This clause supplements paragraph (b) of the PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION clause.

(b) As part of the Contractor's responsibility for the containment, cleanup, and disposal of any oil it spilled, the Contractor, within 5 days of the spill, shall provide to the Contracting Officer, in writing, the suggested disposal method, proposed disposal location, qualifications of waste transporters and disposers, and final certificates of destruction or manifests. If additional information concerning these matters becomes available at a later time, the Contractor shall provide the Contracting Officer with a supplemental report.

(DESC 52.223-9F15)

I209.09 EXTENSION PROVISIONS (PC&S) (DESC OCT 1994)

(a) The DESC Contracting Officer reserves the right to unilaterally extend this contract on the same terms and conditions one or more times for a total of no more than six months. Notice of contract extension will be furnished to the Contractor 30 days prior to expiration of this contract or any extension thereof. However, nothing in this clause precludes the Contractor from agreeing to an extension of the contract if the DESC Contracting Officer fails to issue the notice within the 30 day time frame.

(b) The foregoing extension may be exercised by the DESC Contracting Officer where continued performance is required until a follow-on contract is awarded or, in the event a follow-on contract has been awarded, until a succeeding Contractor is positioned to commence performance.

(c) Extension of this contract shall be considered to have been accomplished at the time the DESC Contracting Officer provides written notification to the Contractor by facsimile or by mail.

(DESC 52.217-9F20)

I211 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 AUGUST 2000 through 31 JULY 2002.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(FAR 52.216-18)

CONTRACTOR PERFORMANCE DATA SHEET

Please submit the requested information for government and non-government contracts or subcontracts held (not to exceed 3 years since completion) for contracts that are similar to the requirements of this solicitation. Those contracts and/or subcontracts submitted may include those still in progress, however they should have a minimum of one year's performance history.

☐ Please mark this box if you have not performed under contracts that are similar in nature to the solicitation requirements.

REFERENCES:

COMPANY NAME	POINT OF CONTACT	PHONE NUMBER	FAX NUMBER	PRODUCT SUPPLIED	QUANTITY	METHOD OF DELIVERY (TT, TW, ETC.)	PLACE OF PERFORMANCE	PERIOD OF PERFORMANCE	SUBCONTRACTING PLAN (YES OR NO)